



A G E N D A



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

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

DECEMBER 4, 2013

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

CLOSED SESSION MEETING –5:30 P.M.

REGULAR MEETING – 6:00 P.M.

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

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

CLOSED SESSION CALL TO ORDER

ROLL CALL BY CITY CLERK

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Govt. Code section 54956.9(d)(2) with existing facts and circumstances per Govt. Code section 54956.9(e)(1): (1 case)

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

ADJOURN CLOSED SESSION

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

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

COMMUNICATIONS FROM CITY STAFF

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

PRESENTATIONS (1.1)

**1.1* PRESENTATION ON PORT DISTRICT ACTIVITIES FROM PORT COMMISSIONER
MALCOLM. (0150-70)**

* No staff report.

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

CONSENT CALENDAR (2.1-2.9)- 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 Meeting of October 2, 2013.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 83525 through 83655 with a subtotal amount of \$817,608.45 and Payroll Checks/Direct Deposit 45607 through 45630 for a subtotal amount of \$129,101.08 for a total amount of \$946,709.53.

2.3 APPROVE RESOLUTION NO. 2013-7435 APPOINTING THE ADMINISTRATIVE SERVICES DIRECTOR /TREASURER. (0320-95)

City Manager's Recommendation: Adopt resolution.

2.4 RESOLUTION NO. 2013-7434 APPROPRIATING \$36,000 FROM THE NEW STRATEGIC CAPITAL IMPROVEMENT GF RESERVE FOR THE SEACOAST DRIVE AESTHETIC PROJECT (SP1-301). (0720-60)

City Manager's Recommendation:

1. Receive report and
2. Adopt resolution.

2.5 LOCAL APPOINTMENTS LIST. (0460-45)

City Manager's Recommendation: That the City Council approves the Local Appointments List in compliance with California Government Code §54972 and designate the Imperial Beach Branch Library (the public library with the largest service population within jurisdiction) to receive a copy of the list in compliance with California Government Code §54973.

2.6 RESOLUTION NO. 2013-7436 APPROVING THE CALENDAR AND SETTING THE TIME FOR CITY COUNCIL MEETINGS FOR THE YEAR 2014. (0410-05)

City Manager's Recommendation: Adopt resolution.

2.7 SECOND READING AND ADOPTION OF ORDINANCE NO. 2013-1143: ORDINANCE ADOPTING CALIFORNIA CODE OF REGULATIONS TITLE 24 PARTS 1 THROUGH 12, 2013 EDITION WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS. (0710-95)

City Manager's Recommendation: Adopt ordinance.

2.8 ADOPTION OF RESOLUTION NO. 2013-7433 CREATING A TEMPORARY POSITION OF GRAPHIC INFORMATION SYSTEMS (GIS) FIRE MAPPING INTERN AND CREATING THE POSITION CLASSIFICATION OF FIREFIGHTER/EMT (PART-TIME) AND AMENDING THE FISCAL YEAR (FY) 2013-2015 SALARY & COMPENSATION PLAN REFLECTING BOTH POSITIONS AND UPDATING THE BEACH LIFEGUARD AND FIRE SERIES POSITION CLASSIFICATIONS. (0510-20 & 0520-75)

City Manager's Recommendation: Adopt resolution.

2.9 AMENDMENT 2 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) AND THE CITY OF IMPERIAL BEACH REGARDING THE REGIONAL BEACH SAND PROJECT II. (0220-70)

Recommendation: Approve Amendment 2 to the MOU between SANDAG and the City of Imperial Beach.

ORDINANCES – INTRODUCTION/FIRST READING(3.1)

3.1 INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2013-1142 OF THE CITY OF IMPERIAL BEACH, CALIFORNIA REPEALING CHAPTER 9.54 AND ADOPTING CHAPTER 9.54 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO HOUSE PARTIES AND CONSUMPTION OF ALCOHOL BY MINORS. (0240-95)

City Manager's Recommendation:

1. Consider public input;
2. Mayor calls for the reading of the title of Ordinance No. 2013-1142;
3. City Clerk to read title of Ordinance No. 2013-1142;
4. Motion to introduce and hold the first reading of Ordinance No. 2013-1142 by title only, waive further reading in full, and schedule the second reading and adoption of the Ordinance on January 15, 2014.

ORDINANCES – SECOND READING & ADOPTION (4.1)

4.1 SECOND READING AND ADOPTION OF ORDINANCE NO. 2013-1141 AMENDING THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY OF IMPERIAL BEACH, TO INCLUDE AN ADDITIONAL 3% EMPLOYEE COST SHARING FOR CLASSIC LOCAL FIRE MEMBERS. (0520-70 & 0540-50)

Recommendation:

1. Receive report and public input;
2. Mayor calls for the reading of the title of Ordinance No. 2013-1141;
3. City Clerk to read title of Ordinance; and
4. Motion to adopt Ordinance No. 2013-1141 by title only.

ORDINANCES – SECOND READING & ADOPTION/PUBLIC HEARING (4.2)

4.2 SECOND READING / ADOPTION OF ORDINANCE NO. 2013-1140 THAT IMPLEMENTS COASTAL COMMISSION MODIFICATIONS TO THE IMPERIAL BEACH COMMERCIAL LOCAL COASTAL PROGRAM AMENDMENT (LCPA)/AND ZONING CODE AMENDMENT PROJECT. MF935. (0610-95)

Recommendation:

1. Declare the public hearing open;
2. Receive report and entertain testimony;
3. Close the public hearing;
4. Mayor calls for the second reading of Ordinance No. 2013-1140 by title only that approves the modifications stipulated by the Coastal Commission for the Imperial Beach Commercial Local Coastal Program (LCP)/Zoning Amendments;
5. City Clerk to read Ordinance No. 2013-1140 by title only; and
6. Motion to waive further reading and adopt Ordinance No. 2013-1140.

PUBLIC HEARINGS (5)

See Item No. 4.2

REPORTS (6.1-6.4)

6.1 ADOPTION OF RESOLUTION NO. 2013-7432 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 221. (0540-50)

City Manager's Recommendation: Adopt resolution.

Continued on Next Page

REPORTS (Continued)

6.2 RESOLUTION NO. 2013-7430 AWARDDING A CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES. (0940-05)

City Manager's Recommendation:

1. Receive report;
2. Adopt Resolution No. 2013-7430;
3. Authorize the City Manager to sign an agreement for "Landscape Maintenance Services" with the lowest responsive and qualified bidder for the scope of work included in the base bid plus the additive bid; and
4. Authorize the City Manager to approve a purchase order to the lowest responsive and qualified bidder for the amount of the bid price.

6.3 RESOLUTION NO. 2013-7431 AWARDDING A PUBLIC WORKS CONTRACT; TO WIT: RTIP FY 11-12 (STREET IMPROVEMENTS) CIP# S12-104. (0720-25)

City Manager's Recommendation:

1. Receive report;
2. Adopt Resolution No. 2013-7431 awarding a contract to the lowest responsive bidder;
3. Authorize the City Manager to sign the construction contract with the lowest responsive bidder; and
4. Authorize the City Manager to approve a purchase order for the amount of the bid price.

6.4 RESOLUTION 2013-7429 TO AWARD PROFESSIONAL SERVICES CONTRACT TO URS CORPORATION AMERICAS FOR CONSULTANT SUPPORT TO DEVELOP AND IMPLEMENT A WATER QUALITY IMPROVEMENT PLAN (WQIP) FOR THE TIJUANA RIVER WATERSHED. (0230-70)

Recommendation:

1. Receive this report and
2. Adopt Resolution 2013-7429.

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

7.1. ADOPTION OF SUCCESSOR AGENCY RESOLUTION NO. SA-13-37 AND HOUSING AUTHORITY RESOLUTION NO. HA-13-16 CONFIRMING THAT ANY UNMET AFFORDABLE HOUSING OBLIGATIONS OF THE FORMER IMPERIAL BEACH REDEVELOPMENT AGENCY ARE AND HAVE BEEN RETAINED BY THE SUCCESSOR AGENCY AS ENFORCEABLE OBLIGATIONS TO BE FUNDED FROM THE REDEVELOPMENT PROPERTY TAX TRUST FUND AND WERE NOT TRANSFERRED TO THE SUCCESSOR HOUSING ENTITY, IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTION 34176(b). (0412-50 & 0418-50)

Recommendation:

1. That the Imperial Beach Redevelopment Agency Successor Agency adopt Resolution No. SA-13-37 and
2. That the Housing Authority of the City of Imperial Beach, acting in its capacity as the Successor Housing Entity, adopt Housing Authority Resolution No. HA-13-16.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURNMENT

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

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

www.imperialbeachca.gov

/s/
Jacqueline M. Hald, MMC
City Clerk

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

OCTOBER 2, 2013

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

REGULAR MEETING – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

MAYOR JANNEY called the Regular Meeting to order at 6:00 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present: Patton, Spriggs
Councilmembers absent: Bilbray
Mayor present: Janney
Mayor Pro Tem present: Bragg
Staff present: City Manager Hall, City Attorney Lyon, Assistant City Manager Wade, Public Safety Director Clark, Public Works Director Levien, City Clerk Hald

PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

MOTION BY JANNEY, SECOND BY PATTON, TO REMOVE ITEM NO. 2.2 FROM THE CONSENT CALENDAR FOR DISCUSSION AND TO TAKE ITEM NOS. 7.1 AND 7.2 IMMEDIATELY AFTER THE CONSENT CALENDAR. MOTION CARRIED BY THE FOLLOWING VOTE:

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

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

COUNCILMEMBER SPRIGGS reported on his attendance at Metro Wastewater’s 50th Anniversary celebration where he accepted a partnership award and a certificate on behalf of the City. He also announced his attendance at the League of California Cities’ Annual Conference in Sacramento as the City’s voting representative. He reported on two resolutions that were approved unanimously and stated that he would share workshop information with City Council when agenda items are relevant. He also noted that attending the workshops are opportunities to learn and bring back information on better serving the community.

COUNCILMEMBER PATTON reported on the success of the 10th Annual WildCoast Surfing Contest and the Taste of I.B. Event. He announced that the Fire Station Open House is on October 5.

MAYOR PRO TEM BRAGG spoke about attending the South County Economic Development Council event held at the Pier South Hotel.

MAYOR JANNEY reported that at a recent SANDAG Board meeting there was consideration of Move Forward funding for bicycle active transportation projects and noted that there was a project that had a route through Imperial Beach, around the Estuary and towards the border. He also reported on his trip to Washington, D.C. where he represented SANDAG and the City of Imperial Beach.

COMMUNICATIONS FROM CITY STAFF

CITY MANAGER HALL announced that a City Council Workshop is scheduled for October 23.

PUBLIC COMMENT

JOHN HAUPT had questions regarding the City's acquisition of land held by the the Boca Rios Homeowners Association.

MAYOR JANNEY referred his questions to City staff.

LEE BERKOWITZ announced that he will sue the City of Imperial Beach and the Sheriff's Department. He asked the City Council to table Item Nos. 6.2, 7.1 and 7.2.

JOY KERKHOFF complained about a neighboring property where there is drug activity and has no water and trash collection services. Although City staff posted two notices to vacate, the inhabitants are still living at the property.

PAUL CZERWIEL also complained about the residents of the property located at 1238 Downing Street.

IMMANUEL ALBREHCT concurred with the comments of the two previous speakers. He expressed concern about drug activity taking place at the property and the safety of the community.

MAYOR JANNEY directed to City Manager Hall to report back to City Council on the status of the property at the next City Council meeting.

ED KRAVITZ stated that he is an advocate for transparency and honesty in government. He acknowledged the new City Manager for acting on items that he brought to his attention.

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1-2.8)

Revised Minutes were submitted as Last Minute Agenda Information.

MAYOR JANNEY announced that Item No. 2.2 was pulled from the Consent Calendar in error.

MOTION BY SPRIGGS, SECOND BY PATTON, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THRU 2.8. MOTION CARRIED BY THE FOLLOWING VOTE:

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

2.1 MINUTES.

Approved the revised Regular City Council Meeting Minutes of September 4, 2013.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 83157 through 83256 for a subtotal amount of \$829,074.56 and Payroll Checks/Direct Deposit 45481 through 45510 for a subtotal of \$154,252.28 for a total amount of \$983,326.84.

2.3 ADOPTION OF RESOLUTION NO. 2013-7395 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAN DIEGO SPORTS MEDICINE TO CONTINUE THE IMPERIAL BEACH FIRE DEPARTMENT WELLNESS PROGRAM. (0520-60)

Adopted resolution.

2.4 ADOPTION OF RESOLUTION NO. 2013-7397 AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND SOUTHWESTERN COMMUNITY COLLEGE FOR THE PURPOSE OF CONTINUING THE MARINE SAFETY SERVICE TRAINING PROGRAM. (0220-10)

Adopted resolution.

2.5 ADOPTION OF RESOLUTION NO. 2013-7396 AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH SOUTHWESTERN COLLEGE TO CONTINUE THE FIRE-RESCUE TRAINING PROGRAM. (0250-10)

Adopted resolution.

2.6 ADOPTION OF RESOLUTION NOS. 2013-7398 & 2013-7399 AUTHORIZING THE ACCEPTANCE OF THE FISCAL YEAR 2011 & 2012 STATE HOMELAND SECURITY PROGRAM ALLOCATIONS OF \$29,081 TO REIMBURSE THE CITY FOR THE PURCHASE OF PROJECT 25 COMPLIANT RADIOS FOR THE FIRE-RESCUE DEPARTMENT; AND APPROPRIATING \$29,081 TO FUND THE EXPENDITURES RELATED TO THE PURCHASE OF SAID RADIOS. (0390-86 & 0800-30)

Adopted resolutions.

2.7 ADOPTION OF RESOLUTION NO. 2013-7400, AUTHORIZING THE CITY MANAGER TO EXPEND UP TO \$17,305 ABOVE THE ADOPTED FISCAL YEAR 2013/14 BUDGET FOR THE ACQUISITION OF THE REQUIRED EQUIPMENT FOR A PORTABLE INCIDENT COMMAND CENTER, AND TO ACCEPT THE FISCAL YEAR 2013 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) AWARD TO REIMBURSE UP TO THE ALLOCATION OF \$17,305 FROM THE COUNTY OF SAN DIEGO OFFICE OF EMERGENCY SERVICES. (0390-86 & 0210-10)

Adopted resolution.

2.8 RESOLUTION NO. 2013-7401 AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE MONTH AGREEMENT WITH AZTEC LANDSCAPE, INC. FOR LANDSCAPE MAINTENANCE IN CITY PARKS AND LANDSCAPE ROADWAYS. (0940-10)

Received report and adopted resolution.

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

None.

ORDINANCES – SECOND READING/ADOPTION (4)

None.

PUBLIC HEARINGS (5)

See Item No 7.1.

JOINT PUBLIC HEARING OF CITY COUNCIL & I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY (7.1)

7.1 **RESOLUTION NO. 2013-7402 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH (I) APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AND SADBERRY-PALM AVENUE LLC FOR THE SALE OF LAND, AND CONFIRMING THE USE OF TAX ALLOCATION BOND PROCEEDS, FOR THE DEVELOPMENT OF THE 9TH & PALM AVENUE RETAIL/COMMERCIAL SPACE DEVELOPMENT PROJECT LOCATED AT 735-849 PALM AVENUE (APN 626-250-03, 04, 05 & 06) AND MAKING CERTAIN FINDINGS RELATING THERETO, (II) APPROVING THE COMMITMENT LETTER FOR THE USE AND EXPENDITURE OF PUBLIC IMPROVEMENT FUNDS AND ASSIGNMENT OF PLANS PURSUANT TO THE PURCHASE AND SALE AGREEMENT, AND (III) APPROVING OTHER RELATED ACTIONS. (0418-50)**

RESOLUTION NO. SA-13-32 A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY (I) APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AND SADBERRY-PALM AVENUE LLC FOR THE SALE OF LAND, AND CONFIRMING THE USE OF TAX ALLOCATION BOND PROCEEDS, FOR THE DEVELOPMENT OF THE 9TH & PALM AVENUE RETAIL/COMMERCIAL SPACE DEVELOPMENT PROJECT LOCATED AT 735-849 PALM AVENUE (APN 626-250-03, 04, 05 & 06) AND MAKING CERTAIN FINDINGS RELATING THERETO, AND (II) APPROVING OTHER RELATED ACTIONS. (0418-50)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER HALL gave an overview of the item. He noted that the California Department of Finance preferred that the Disposition and Development Agreement (DDA) with Sudberry be modified to a traditional Purchase and Sale agreement. This has resulted in the developer contributing significantly more money than was originally anticipated and he thanked Sudberry for continuing with the project.

ASSISTANT CITY MANAGER WADE gave a PowerPoint presentation on the item.

LEE BERKOWITZ spoke in opposition to the item.

ED KRAVITZ requested that the item be pulled from the agenda and that City Council not take action on the item. He suggested that the property be sold to the highest bidder at fair market value.

MAYOR JANNEY commented that the City relies on highly qualified people to give professional advice to help City Council understand the information.

COUNCILMEMBER SPRIGGS spoke about the history of the project and how it has evolved over many years. He noted that Sudberry has been committed to the development of the property despite the fact that the State abolished redevelopment agencies.

ESTEAN LENYON stated that Sudberry's commitment to the project began in 2008 and he reported on their partnership and relationship with the City. He stressed that when redevelopment agencies were eliminated, Sudberry decided to continue with the project. He noted that the project can be a catalyst and a beacon for other small cities to see the type of transformation that can take place.

COUNCILMEMBER PATTON stated that Sudberry's vision and patience is amazing and thanked them for continuing with the City.

MAYOR PRO TEM BRAGG thanked Mr. Lenyon and Sudberry for their commitment to quality, patience, due diligence and tenacity.

ESTEAN LENYON introduced Chuck Todd, Chief Operating Officer and in-house General Counsel for Sudberry and recognized him for his commitment to and efforts on the project.

In response to Councilmember Sprigg's question regarding the appraisal, PAUL MARRA, Economic Consultant with Keyser Martson Associates (KMA), spoke about the approach to the valuation. He noted that their approach is similar to that of appraisers whereby the comparable sales approach to value and the income approach to value were used. The appraiser looked at comparable sales from San Diego to Orange County and adjusted them for this location and KMA primarily looked at sales in South San Diego County. They both arrived at a value for an improved property (i.e., up to street level with frontage improvements in place, the Highway 75 reconfiguration completed, all the necessary utilities in place and compaction of soils completed) that would be worth approximately \$5.2 million (\$25.00 per foot). Since the cost to improve the property to meet City standards is approximately \$5 million, the appraised value is \$213,000. The developer has spent more money in the delay of time and more in reconfiguring of the shopping center so their return is substandard. The developer is proceeding with the project because they are invested and have a sunk cost. If they were to approach this transaction today, this would not be a sufficient return for them. He stressed that the design quality, the ability to attract quality tenants and to be sustainable in the long term is based on the proposed level of improvements and the quality of the shopping center.

In response to Mayor Janney's concerns regarding the complexity of the item, KENDALL BERKEY, Special Counsel, stated that there are protections for the City and for the Successor Agency and she reviewed some of those protections that are in the agreement. She recommended the addition of "the City" to Section 102 of the agreement.

In response to questions of the City Council, ESTEAN LENYON stated that the two-phased approach was a safeguard to ensure enough time to fill the center with the right quality tenants. Currently, there is good interest by quality tenants and anticipated a one-phase development.

MAYOR JANNEY closed the public hearing.

MOTION BY JANNEY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2013-7402 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH (I) APPROVING AN AMENDED PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AND SUDBERRY-PALM AVENUE LLC FOR THE SALE OF LAND, AND CONFIRMING THE USE OF TAX ALLOCATION BOND PROCEEDS, FOR THE DEVELOPMENT OF THE 9TH & PALM AVENUE RETAIL/COMMERCIAL SPACE DEVELOPMENT PROJECT LOCATED AT 735-849 PALM AVENUE (APN 626-250-03, 04, 05 & 06) AND MAKING CERTAIN FINDINGS RELATING THERETO, (II) APPROVING THE COMMITMENT LETTER FOR THE USE AND

EXPENDITURE OF PUBLIC IMPROVEMENT FUNDS AND ASSIGNMENT OF PLANS PURSUANT TO THE PURCHASE AND SALE AGREEMENT, AND (III) APPROVING OTHER RELATED ACTIONS.

In response to Councilmember Spriggs' question regarding the urgency in moving forward with the item, ASSISTANT CITY MANAGER WADE stated that the biggest issue is from the developer side. He noted that time is always the enemy in a real estate deal so the sooner the Purchase and Sale Agreement is sent to the DOF, the sooner they can review it.

VOTES WERE NOW CAST ON ORIGINAL MOTION BY JANNEY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2013-7402 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH (I) APPROVING AN AMENDED PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AND SUDBERRY-PALM AVENUE LLC FOR THE SALE OF LAND, AND CONFIRMING THE USE OF TAX ALLOCATION BOND PROCEEDS, FOR THE DEVELOPMENT OF THE 9TH & PALM AVENUE RETAIL/COMMERCIAL SPACE DEVELOPMENT PROJECT LOCATED AT 735-849 PALM AVENUE (APN 626-250-03, 04, 05 & 06) AND MAKING CERTAIN FINDINGS RELATING THERETO, (II) APPROVING THE COMMITMENT LETTER FOR THE USE AND EXPENDITURE OF PUBLIC IMPROVEMENT FUNDS AND ASSIGNMENT OF PLANS PURSUANT TO THE PURCHASE AND SALE AGREEMENT, AND (III) APPROVING OTHER RELATED ACTIONS. MOTION CARRIED BY THE FOLLOWING VOTE:

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

MOTION BY JANNEY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. SA-13-32 A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY (I) APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AND SUDBERRY-PALM AVENUE LLC FOR THE SALE OF LAND, AND CONFIRMING THE USE OF TAX ALLOCATION BOND PROCEEDS, FOR THE DEVELOPMENT OF THE 9TH & PALM AVENUE RETAIL/COMMERCIAL SPACE DEVELOPMENT PROJECT LOCATED AT 735-849 PALM AVENUE (APN 626-250-03, 04, 05 & 06) AND MAKING CERTAIN FINDINGS RELATING THERETO, AND (II) APPROVING OTHER RELATED ACTIONS. MOTION CARRIED BY THE FOLLOWING VOTE:

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

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (7.2)

7.2 ADOPTION OF RESOLUTION NO. SA-13-33 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN PREPARED PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5. (0418-50)

ASSISTANT CITY MANAGER WADE reported on the item.

LEE BERKOWITZ read exerpts of an article about the new hotel that appeared in the Union Tribune.

ASSISTANT CITY MANAGER WADE displayed a slide showing the economic benefits of

carrying out the project.

MOTION BY JANNEY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. SA-13-33 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN PREPARED PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5. MOTION CARRIED BY THE FOLLOWING VOTE:

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

REPORTS (6.1-6.2)

6.1 UPDATE REPORT ON CONSTRUCTION OF THE PIER SOUTH HOTEL. (0660-43)

SERGIO SANDOVAL, Construction Manager for Pacifica Hotels, gave a PowerPoint presentation on the item. He announced that there will be a job fair on October 9 and that the General Manager is Tim Earp. He reviewed the completion schedule and said that the opening is planned for mid-November.

MAYOR JANNEY thanked Pacifica for hosting the South County Economic Development Council event.

COUNCILMEMBER SPRIGGS questioned the marketing plans during the holiday season and if discounted rooms could be offered to locals if the hotel does not have full occupancy.

SERGIO SANDOVAL stated that he would pass the questions on to the new sales and marketing manager.

MAYOR PRO TEM BRAGG also thanked Pacifica for hosting the South County Economic Development Council event.

COUNCILMEMBER PATTON stated that what he saw of the hotel is is amazing. He appreciated a locally hired chef and for bringing in a local business to participate with the hotel. He stressed that there are a lot of quality people in Imperial Beach who would be good employees and he encouraged Pacifica to find ways to hire locally.

ALLISON ROLFE, Director of Planning for Pacifica Hotels, stated that the job fair will be published locally and also believes that it is beneficial to hire locally.

6.2 RESOLUTION 2013-7394 APPROVING THE FISCAL YEAR 2013/14 CAPITAL IMPROVEMENT PROGRAM PROJECTS AND TO APPROPRIATE THE FUNDS FOR THESE PROGRAMS. (0330-35)

CITY MANAGER HALL reported on the item. He stated that in the future the CIP will be prepared in conjunction with the budget.

MAYOR JANNEY stated that the alley paving project should not be on the list. He was not in support of moving forward with what was presented to City Council because there needs to be a bigger discussion on how the improvements are funded.

MAYOR PRO TEM BRAGG questioned how to proceed. She suggested that her comments be given to the City Manager and to postpone the discussion of the item.

COUNCILMEMBER PATTON suggested that the projects be placed in order of importance and that the City Council send their questions and/or notes to the City Manager.

COUNCILMEMBER SPRIGGS stated that there needs to be clear criteria for using reserve funds, questioned what the long term strategic goals are and where funds should be spent. He suggested these as topics for discussion at the upcoming workshop.

MAYOR JANNEY suggested that staff return to City Council with maintenance projects that need to proceed; and at the workshop, have a discussion on the revenue sources for capital projects.

LEE BERKOWITZ, indicated neutrality, but was not available to speak.

CITY MANAGER HALL stated that staff will bring back ongoing and infrastructure projects. For the workshop, he suggested a discussion on the focus and vision of where we are headed. With regard to the CIP, he stated that it can be divided into the bare essentials and those that are transformational or would change the appearance or vision of the City. He spoke about presenting a planning document that ties with City Council goals. He noted that there is no action to be taken tonight in order to continue the work that is in progress.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURNMENT

Mayor Janney adjourned the meeting at 8:23 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: DECEMBER 4, 2013
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *AS*
SUBJECT: RATIFICATION OF WARRANT REGISTER

EXECUTIVE SUMMARY:

Approval of the warrant register in the amount of \$ 817,608.45 and the payroll checks in the amount of \$ 129,101.08

BACKGROUND:

None

ANALYSIS:

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

Vendor:	Check:	Amount:	Description:
San Diego County	83606	\$500,021.00	Sep 2013 Law Enf Services

The following registers are submitted for Council ratification:

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
83525-83569	11/14/2013	\$ 105,496.48
83570-83655	11/22/2013	\$ 712,111.97
	Sub-Total	\$ 817,608.45
<u>Payroll Checks/Direct Deposit</u>		
45607-45630	P.P.E. 11/14/13	\$ 129,101.08
	Sub-Total	\$ 129,101.08
	TOTAL	\$ 946,709.53

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

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

RECOMMENDATION:

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

Attachments:

1. Warrant Register

PREPARED 11/22/2013, 14:43:18
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 11/09/2013 TO 11/22/2013

PAGE 1

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
11/14/2013	83525	AGRICULTURAL PEST CONTROL	123				95.00
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11/14/2013	83526	AIRGAS WEST	129				75.00
501-1921-419.30-02	10/18/2013	EARPLUG/EYEWASH	9020888592	140003	04/2014		75.00
501-1921-419.30-02	10/11/2013	MEDICAL SUPPLIES	9020654140	140003	04/2014		132.71
501-1921-419.30-02	10/11/2013	MEDICAL SUPPLIES	9020654141	140003	04/2014		35.96
501-1921-419.30-02	10/11/2013	BANDAGES/OINTMENT	9020654142	140003	04/2014		14.42
501-1921-419.30-02	10/28/2013	RTN MEDICAL SUPPLIES-ERR	9600162947	140003	04/2014		183.09-
11/14/2013	83527	AMERICAN MESSAGING	1759				132.89
101-3020-422.27-05	11/01/2013	NOV 2013	L1074045NK	140093	05/2014		132.89
11/14/2013	83528	SOUTHCOAST HEATING & A/C	1554				470.00
101-1910-419.21-04	10/31/2013	OCT 2013 MAINTENANCE	C52280	140105	04/2014		470.00
11/14/2013	83529	ARROWHEAD MOUNTAIN SPRING WATE	1340				41.03
101-1010-411.30-02	10/24/2013	OCT 2013	03J0031149578	140078	04/2014		41.03
11/14/2013	83530	ATKINS NORTH AMERICA, INC.	2455				10,034.22
202-5016-531.20-06	10/14/2013	JUL-SEP 2013 ST IMPRVMT	1178884	130820	04/2014		10,034.22
11/14/2013	83531	AZTEC LANDSCAPING INC	310				5,753.10
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101-6020-452.21-04	10/31/2013	OCT 2013	0025525-IN	140355	04/2014		4,213.10
11/14/2013	83532	CALIFORNIA AMERICAN WATER	612				1,842.72
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101-3030-423.27-02	11/05/2013	1015-210019276868 OCT 13	11-27-2013		04/2014		98.95
101-5010-431.27-02	11/05/2013	1015-210019278093 OCT 13	11-27-2013		04/2014		30.65
101-5010-431.27-02	11/05/2013	1015-210019278895 OCT 13	11-27-2013		04/2014		21.24
101-5010-431.27-02	11/06/2013	1015-210019279782 OCT 13	12-02-2013		04/2014		16.53
101-5010-431.27-02	11/05/2013	1015-210019357057 OCT 13	11-27-2013		04/2014		21.24
101-5010-431.27-02	11/06/2013	1015-210019359015 OCT 13	12-02-2013		04/2014		16.53
101-5010-431.27-02	11/05/2013	1015-210019360534 OCT 13	11-27-2013		04/2014		40.06
101-5010-431.27-02	11/05/2013	1015-210019481684 OCT 13	11-27-2013		04/2014		25.96
101-5010-431.27-02	11/05/2013	1015-210019482014 OCT 13	11-27-2013		04/2014		227.03
101-5010-431.27-02	11/05/2013	1015-210019600799 OCT 13	11-27-2013		04/2014		454.23
101-6040-454.27-02	11/05/2013	1015-210019027905 OCT 13	11-27-2013		04/2014		457.66
11/14/2013	83533	CITY OF SAN DIEGO	896				16,737.00
101-3020-422.21-04	10/23/2013	JUL-SEP 2013 FIRE DISPATC	1000089882		04/2014		16,737.00
11/14/2013	83534	CLEAN HARBORS	913				1,244.00
101-5040-434.21-04	11/05/2013	OCT 2013	1000204232	140026	05/2014		1,244.00
11/14/2013	83535	CORODATA MEDIA STORAGE, INC.	2334				137.40
503-1923-419.20-06	10/31/2013	OCT 2013	DS1260159	140096	04/2014		137.40
11/14/2013	83536	COUNTY OF SAN DIEGO	1055				1,598.00
101-3010-421.21-04	09/30/2013	SEP 2013 PARKING PENALTY	09/13		04/2014		1,598.00

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11/14/2013 101-1130-412.20-06	83538 10/31/2013	DRUG TESTING NETWORK INC	1195 RANDOM DRUG TESTING	68662	140081 04/2014	96.95 96.95		
11/14/2013 101-1130-412.28-09	83539 11/08/2013	FEDERAL EXPRESS CORP.	911 10/31/2013 OVERNIGHT MAIL	2-459-20996	140113 05/2014	34.86 34.86		
11/14/2013 101-3020-422.30-02	83540 10/23/2013	FIRE ETC	924 UNIFORM BOOTS	54456	140251 04/2014	196.56 196.56		
11/14/2013 101-1110-412.10-10	83541 10/28/2013	GARY ANDY HALL	2544 REIMBURSE MOVING EXPENSES	12120659	05/2014	4,642.14 4,642.14		
11/14/2013 601-5060-436.21-01 101-1210-413.21-01 101-1210-413.21-01 601-5060-436.21-01 101-3020-422.21-01	83542 10/29/2013 10/29/2013 11/05/2013 11/05/2013 10/29/2013	GO-STAFF, INC.	2031 W/E 10/27/13 CERVANTES,D W/E 10/27/13 FERGUSON,N W/E 11/03/13 FERGUSON,N W/E 11/03/13 CERVANTES,D W/E 10/27/13 MEDLEY,A	115589 115590 115943 115942 115588	140116 04/2014 140089 04/2014 140089 05/2014 140116 05/2014 140164 04/2014	3,804.92 1,095.16 978.12 800.28 224.01 707.35		
11/14/2013 101-1210-413.20-06 101-1920-419.20-06 101-1920-419.20-06	83543 10/29/2013 10/29/2013 11/08/2013	HINDERLITER DELLAMAS & ASSOCIA	111 OCT-DEC 2013 SALES TAX/AU OCT-DEC 2013 SALES TAX/AU OCT-DEC 2013 PROPERTY TAX	0021423-IN 0021423-IN 0019773-IN	140155 04/2014 140155 04/2014 140155 05/2014	3,003.58 975.00 3.58 2,025.00		
11/14/2013 503-1923-419.20-06 503-1923-419.20-06	83544 10/25/2013 10/30/2013	SPS VAR, LLC.	512 SSH PRE-REQ INSTALLS IBM UPGRADE	12046 12060	140328 04/2014 140369 04/2014	4,915.00 1,400.00 3,515.00		
11/14/2013 101-0000-209.01-08	83545 11/07/2013	I B FIREFIGHTERS ASSOCIATION	214 PR AP PPE 10/31/13	20131107	05/2014	300.00 300.00		
11/14/2013 101-0000-209.01-10	83546 11/07/2013	ICMA RETIREMENT TRUST 457	242 PR AP PPE 10/31/13	20131107	05/2014	5,958.22 5,958.22		
11/14/2013 101-6030-453.20-06	83547 10/25/2013	JACQUELINE SUE STENZEL	2491 10/04/2013-10/25/2013	5	04/2014	160.00 160.00		
11/14/2013 101-1130-412.20-06	83548 10/17/2013	MANAGED HEALTH NETWORK	2432 NOV 2013	3200052242	140077 04/2014	397.60 397.60		
11/14/2013 101-1130-412.30-01 101-1130-412.30-01 502-1922-419.30-02 101-1130-412.30-01 101-5020-432.30-01	83549 10/23/2013 09/18/2013 09/18/2013 09/18/2013 10/23/2013	OFFICE DEPOT, INC	1262 PAPER/MTG REFRESHMENTS ERGO WRISTRESTS/PENS ERGO WRISTRESTS/PENS HP TONER LABELS/CALENDAR/MISC SUPP	679701578001 676930082001 676930082001 676984271001 679778979001	140001 04/2014 140001 03/2014 140001 03/2014 140001 03/2014 140001 04/2014	459.62 129.72 20.19 30.78 75.58 50.32		

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11/14/2013	83550	OFFICETEAM	1266				1,842.05
101-1020-411.21-01	10/29/2013	W/E 10/25/13 CARBALLO,S	39055371	140421	04/2014		872.55
101-1020-411.21-01	10/21/2013	W/E 10/18/13 CARBALLO, S	38980153	140421	04/2014		969.50
11/14/2013	83551	OLDCASTLE PRECAST, INC.	2471				166.38
101-5010-431.30-02	10/24/2013	PULL BOXES/LIDS	070158670	140092	04/2014		166.38
11/14/2013	83552	PADRE JANITORIAL SUPPLIES	1430				523.78
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101-1910-419.30-02	10/31/2013	JANITORIAL SUPPLIES	349306-1	140022	04/2014		57.08
101-6040-454.30-02	09/09/2013	JANITORIAL SUPPLIES	347036-1	140022	03/2014		84.24
11/14/2013	83553	PRO LINE PAINT COMPANY	52				294.11
601-5060-436.30-02	10/10/2013	MACHINERY PAINT	8716-5	140018	04/2014		203.45
101-5010-431.30-02	10/11/2013	ENML UNDERCOATER	8734-8	140018	04/2014		53.98
101-5010-431.30-02	10/15/2013	MARINE ENML WHT	7588-4	140018	04/2014		36.68
11/14/2013	83554	QWIK PRINTS	1622				20.00
101-1130-412.21-04	11/01/2013	OCT 2013 -HEDRICK,A	13305149	140079	05/2014		20.00
11/14/2013	83555	RBF CONSULTING	1756				3,442.00
402-5000-532.20-06	10/18/2013	SEP 2013 PW YARD IMPRVMT	861042	070418	04/2014		2,102.00
101-5000-532.20-06	10/18/2013	SEP 2013 BAYSHORE BIKEWAY	861043	140270	04/2014		1,179.20
402-5000-532.20-06	10/18/2013	SEP 2013 BAYSHORE BIKEWAY	861043	140270	04/2014		160.80
11/14/2013	83556	SAN DIEGO GAS & ELECTRIC	1399				15,622.27
101-3020-422.27-01	11/06/2013	1008 786 9371 09/30-10/29	11-22-2013		04/2014		35.73
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101-5010-431.27-01	11/06/2013	1008 860 4389 09/26-10/25	11-22-2013		04/2014		151.78
101-3020-422.27-01	11/06/2013	1980 769 7764 09/29-10/28	11-22-2013		04/2014		2,469.62
601-5060-436.27-01	11/06/2013	5263 521 9238 09/26-10/25	11-22-2013		04/2014		10.00
101-6020-452.27-01	11/06/2013	5649 771 4749 10/01-10/30	11-22-2013		04/2014		9.90
101-5010-431.27-01	11/06/2013	5649 771 4749 10/01-11/01	11-22-2013		04/2014		6,941.33
101-5010-431.27-01	11/06/2013	8507 517 8464 10/01-11/01	11-22-2013		04/2014		112.70
601-5060-436.27-01	11/06/2013	8507 517 8464 10/01-10/30	11-22-2013		04/2014		60.84
101-6020-452.27-01	11/06/2013	8507 517 8464 10/01-10/30	11-22-2013		04/2014		874.01
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11/14/2013	83557	SDGE	289				6,724.91
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101-5010-431.27-01	10/31/2013	1694 230 1484 09/30-10/29	11-15-2013		04/2014		17.84
101-5010-431.27-01	10/29/2013	1912 409 2723 09/26-10/25	11-13-2013		04/2014		10.09
101-6010-451.27-01	11/01/2013	2081 689 7619 10/01-10/30	11-16-2013		04/2014		230.62
101-5010-431.27-01	11/01/2013	2741 969 9359 09/30-10/31	11-16-2013		04/2014		154.09
215-6026-452.27-01	11/01/2013	2819 871 6315 09/30-10/31	11-16-2013		04/2014		1,946.91
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101-6010-451.27-01	11/01/2013	3206 700 9265 10/01-10/30	11-16-2013		04/2014	121.82
101-5010-431.27-01	10/31/2013	3448 930 9646 09/30-10/29	11-15-2013		04/2014	10.07
101-5010-431.27-01	10/31/2013	5153 272 6717 09/30-10/29	11-15-2013		04/2014	13.58
101-6020-452.27-01	10/31/2013	5456 692 8951 10/01-10/30	11-16-2013		04/2014	26.83
101-6020-452.27-01	11/01/2013	6921 003 2109 10/01-10/30	11-16-2013		04/2014	463.92
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101-6020-452.27-01	11/01/2013	9327 898 1346 10/01-10/30	11-16-2013		04/2014	409.70
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11/14/2013	83558	SEIU LOCAL 221	1821			1,291.89
101-0000-209.01-08	11/07/2013	PR AP PPE 10/31/13	20131107		05/2014	1,291.89
11/14/2013	83559	SLOAN ELECTRIC COMPANY	417			1,812.50
601-5060-436.21-04	10/23/2013	PC #5 SERVICE CALL 08/29	017961-1	140061	04/2014	562.50
601-5060-436.21-04	10/23/2013	PS#5 SERVICE CALL	017961-2	140061	04/2014	1,000.00
601-5060-436.21-04	10/23/2013	PS#5 SERVICE CALL 10/08	017961-3	140061	04/2014	250.00
11/14/2013	83560	SOUTH WEST SIGNAL	488			247.64
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101-5010-431.21-23	10/31/2013	LOAD SWITCH	51332	140035	04/2014	87.64
11/14/2013	83561	SPRINT	2040			149.97
101-3020-422.27-05	10/29/2013	09/26/13-10/25/13 DATA CO	594768811-071	140184	04/2014	149.97
11/14/2013	83562	TRAFFIC SAFETY MATERIALS, LLC.	2369			383.35
101-5010-431.21-23	10/22/2013	SIGN BRACKETS/BANDING/BUC	3292	140065	04/2014	383.35
11/14/2013	83563	UNDERGROUND SERVICE ALERT OF	731			58.50
601-5060-436.21-04	11/01/2013	OCT 2013	1020130327	140074	05/2014	58.50
11/14/2013	83564	US BANK	2458			1,293.90
101-0000-209.01-20	11/07/2013	PR AP PPE 10/31/13	20131107		05/2014	1,293.90
11/14/2013	83565	WAXIE SANITARY SUPPLY	802			834.76
101-6040-454.30-02	11/06/2013	JANITORIAL SUPPLIES	74260154	140013	05/2014	834.76
11/14/2013	83566	WEST COAST ERGONOMIC DESIGN	2303			5,556.84
101-3020-422.50-04	11/04/2013	OFC FURNITURE/ROBERTS,D	1820	140329	05/2014	5,556.84
11/14/2013	83567	WHITE CAP CONSTRUCTION SUPPLY	1434			236.40
601-5060-436.30-02	10/16/2013	OKUM	50000562106	140015	04/2014	86.38

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11/14/2013 83568	ZEE MEDICAL, INC.	872				50.92	
101-1920-419.30-01	10/29/2013	CITY HALL FIRST AID REFIL	0140648153	F14017	04/2014	50.92	
11/14/2013 83569	ZOLL MEDICAL CORPORATION	1976				2,635.50	
101-3020-422.28-01	10/25/2013	EXT WARRANTY	90011646	140332	04/2014	2,635.50	
11/22/2013 83570	ACOM SOLUTIONS, INC	799				595.00	
503-1923-419.20-06	09/30/2013	NOV 2013-OCT 2014 MAINT	0178547-IN	140430	03/2014	595.00	
11/22/2013 83571	AFFORDABLE RAINGUTTERS	2232				1,415.00	
217-5000-532.20-06	10/08/2013	C&G-139 CITRUS AVE	19870	140434	04/2014	1,415.00	
11/22/2013 83572	AFLAC	120				714.30	
101-0000-209.01-13	11/07/2013	PR AP PPE 10/31/13	20131107		05/2014	357.15	
101-0000-209.01-13	11/21/2013	PAYROLL AP PPE 11/14/13	472829		05/2014	357.15	
11/22/2013 83573	ANDREA LEVY	2542				203.96	
101-1210-413.28-06	10/23/2013	INTRVIEW TRAVEL REIMBURSE	10-25-2013		04/2014	203.96	
11/22/2013 83574	C & M CRANE RENTAL, INC.	2536				321.00	
101-5010-431.21-04	11/05/2013	CRANE RENTAL	31382	140366	05/2014	321.00	
11/22/2013 83575	CALIFORNIA COMMERCIAL ASPHALT	590				139.48	
101-5010-431.30-02	10/21/2013	ASPHALT	133323	140034	04/2014	139.48	
11/22/2013 83576	CITY OF CHULA VISTA	823				35,306.50	
101-3050-425.20-06	10/23/2013	SEP 2013 AC SVCS	AR134705	140249	04/2014	17,640.75	
101-3050-425.20-06	11/07/2013	OCT 2013 AC SERVICES	AR134813	140249	05/2014	17,665.75	
11/22/2013 83577	COLONIAL LIFE & ACCIDENT	941				236.28	
101-0000-209.01-13	11/07/2013	PR AP PPE 10/31/13	20131107		05/2014	118.14	
101-0000-209.01-13	11/21/2013	PAYROLL AP PPE 11/14/13	20131121		05/2014	118.14	
11/22/2013 83578	COUNTY RECORDER	1818				50.00	
101-0000-221.01-02	11/18/2013	NOE 1163 GEORGIA ST	MF 1121		05/2014	50.00	
11/22/2013 83579	CTE INC, CLARK TELECOM & ELECT	2316				986.28	
101-5020-432.20-06	11/14/2013	SEACOAST AESTHETICS LIGHT	00001685		05/2014	986.28	
11/22/2013 83580	D.A.R. CONTRACTORS	1122				347.00	
101-3050-425.20-06	11/01/2013	OCT 2013	101301229	140103	05/2014	347.00	
11/22/2013 83581	DATAQUICK	1134				174.00	
101-1210-413.21-04	11/01/2013	OCT 2013	B1-2222666	140197	05/2014	48.00	
101-3020-422.21-04	11/01/2013	OCT 2013	B1-2222666	140197	05/2014	10.50	
101-3070-427.21-04	11/01/2013	OCT 2013	B1-2222666	140197	05/2014	115.50	
11/22/2013 83582	DELTA SOLAR ELECTRIC	2350				30,250.00	
217-5000-532.20-06	11/15/2013	C&G-190 CALLA AVE	1373	140326	05/2014	15,350.00	

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11/22/2013	83583	DEPARTMENT OF JUSTICE	1154					49.00
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11/22/2013	83584	DOIL T. O'STEEN	2543					594.01
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11/22/2013	83585	DRUG TESTING NETWORK INC	1195					60.95
101-1130-412.20-06		11/15/2013		PRE-EMPLOYMENT TESTING	68900	140081	05/2014	60.95
11/22/2013	83586	GEOCON INC.	2206					13,280.28
601-5060-536.20-06		08/06/2013		JUN/JUL 2013 MAIN LINE RE	1307011	130774	02/2014	1,296.50
202-5016-531.20-06		08/06/2013		JUN/JUL 2013 RTIP ST IMPR	1307012	130827	02/2014	300.00
201-5000-532.20-06		08/06/2013		JUN/JUL 2013 CDBG-IBB	1307010	140361	02/2014	385.00
202-5016-531.20-06		07/09/2013		MAY/JUN 2013 RTIP ST IMPR	1306020	130827	01/2014	3,968.28
401-5020-432.20-06		07/09/2013		MAY/JUN 2013 ECO BIKE PAT	1306018	140361	01/2014	6,395.50
402-5000-532.20-06		07/09/2013		MAY/JUN 2013 STREETS 3B	1306018A	140361	01/2014	220.00
201-5000-532.20-06		07/09/2013		MAY/JUN 2013 CDBG	1306018B	140361	01/2014	715.00
11/22/2013	83587	GO-STAFF, INC.	2031					1,973.47
101-3020-422.21-01		11/05/2013		W/E 11/03/13 MEDLEY,A	115941	140164	05/2014	399.15
101-1210-413.21-01		11/12/2013		W/E 11/10/13 FERGUSON,N	116266	140089	05/2014	978.12
101-3020-422.21-01		11/12/2013		W/E 11/10/13 MEDLEY,A	116265	140164	05/2014	596.20
11/22/2013	83588	GRAINGER	1051					558.14
101-1910-419.30-02		10/24/2013		QUARTZ LAMP/BALLASTS	9276915494	140008	04/2014	53.92
601-5060-436.30-02		10/22/2013		LITHIUM GREASE/PAINT	9275449701	140008	04/2014	239.24
601-5060-436.30-02		10/22/2013		LENS CLEANING SOLUTION	9275449719	140008	04/2014	20.55
101-6020-452.30-02		10/30/2013		DISPOSABLE GLOVES/PAINT	9282559930	140008	04/2014	131.44
101-6020-452.30-02		10/31/2013		SPRAY PAINT/FOAM KIT	9283580794	140008	04/2014	112.99
11/22/2013	83589	GREGORY HUGHES	2367					6,357.60
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11/22/2013	83590	HAAKER EQUIPMENT COMPANY	27					4,835.21
601-5060-436.28-01		10/25/2013		VACTOR REPAIR FILTER	C98957	140351	04/2014	4,835.21
11/22/2013	83591	I B FIREFIGHTERS ASSOCIATION	214					300.00
101-0000-209.01-08		11/21/2013		PAYROLL AP PPE 11/14/13	20131121		05/2014	300.00
11/22/2013	83592	ICMA RETIREMENT TRUST 457	242					5,978.90
101-0000-209.01-10		11/21/2013		PAYROLL AP PPE 11/14/13	SUB 101704337		05/2014	5,978.90
11/22/2013	83593	INTERSTATE BATTERY OF SAN DIEG	388					94.11
501-1921-419.28-16		11/14/2013		A-2 BATTERY	680037486	140009	05/2014	94.11
11/22/2013	83594	JANI-KING OF CALIFORNIA, INC.	2042					3,470.64
101-1910-419.21-04		11/01/2013		NOV 2013	SD011130617	140104	05/2014	3,470.64
11/22/2013	83595	JOHN DEERE LANDSCAPES	1986					226.85
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402-5000-532.20-06	09/09/2013	AUG 13-BKWY VIL/9TH&PALM	0026477	140425	03/2014	1,333.03	
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11/22/2013	83597	KIWANIS CLUB OF IMPERIAL BEACH	639			325.00	
101-1110-412.29-04	11/07/2013	2014 KIWANIS CALENDAR AD	2014		04/2014	325.00	
11/22/2013	83598	LANCE, SOLL & LUNGHARD LLP	716			2,500.00	
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11/22/2013	83599	MACIAS GINI & O'CONNELL LLP	2521			32,592.00	
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101-1211-413.21-01	11/07/2013	OCT 2013 INTERIM ADMIN SV	190685	140206	05/2014	1,794.50	
502-1922-419.21-01	11/07/2013	OCT 2013 INTERIM ADMIN SV	190685	140206	05/2014	3,589.00	
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101-1210-413.21-01	10/08/2013	SEP 2013 INTERIM ADMIN SV	170177	140206	04/2014	7,323.50	
101-1211-413.21-01	10/08/2013	SEP 2013 INTERIM ADMIN SV	170177	140206	04/2014	1,464.70	
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503-1923-419.21-01	10/08/2013	SEP 2013 INTERIM ADMIN SV	170177	140206	04/2014	2,929.40	
11/22/2013	83600	MRP ROOFING	2030			9,000.00	
217-5000-532.20-06	10/14/2013	C&G-837 HICKORY CT	1558	140357	04/2014	9,000.00	
11/22/2013	83601	OFFICETEAM	1266			1,080.30	
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11/22/2013	83602	PITNEY BOWES	1369			2,518.99	
101-1920-419.28-09	11/06/2013	POSTAGE REFILL	12-03-2013	140253	05/2014	2,518.99	
11/22/2013	83603	PRUDENTIAL OVERALL SUPPLY	72			632.22	
101-5020-432.25-03	10/23/2013	10/23/13 PW UNIFORMS	30374926	140094	04/2014	122.56	
101-5020-432.25-03	10/30/2013	10/3/13 PW UNIFORMS	30376414	140094	04/2014	131.30	
101-5020-432.25-03	11/06/2013	11/06/13 PW UNIFORMS	30377910	140094	05/2014	122.88	
101-5020-432.25-03	11/13/2013	11/13/13 PW UNIFORMS	30379710	140094	05/2014	132.60	
101-5020-432.25-03	11/20/2013	11/20/2013 PW UNIFORMS	30381193	140094	05/2014	122.88	
11/22/2013	83604	REBECCA CHITWOOD	2541			190.40	
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11/22/2013	83605	ROBERTSON'S	2454			501.45	
101-5010-431.30-02	11/19/2013	4YD CONCRETE MIX	219552		04/2014	501.45	
11/22/2013	83606	SAN DIEGO COUNTY SHERIFF	882			500,021.00	
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101-0000-338.60-03	10/22/2013	SEP 2013 TOW FEE CREDIT	10-22-2013		04/2014	1,001.49-	
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11/22/2013	83609	SKS INC.	412				6,753.60
501-1921-419.28-15	11/07/2013	1100 GAL REG FUEL	1258752-IN	140046	05/2014	3,753.07	
501-1921-419.28-15	11/14/2013	891 GAL REG FUEL	1258894-IN	140046	05/2014	3,000.53	
11/22/2013	83610	STEPHEN STACKIEWICZ	4				325.00
101-0000-221.01-05	11/18/2013	BOND REFUND-651 THORN ST	TEP 13-49		05/2014	325.00	
11/22/2013	83611	SWRCB FEES	578				17,929.00
101-5050-435.28-13	10/30/2013	FY 13/14 STORMWATER FEES	WD-0088368		05/2014	15,989.00	
601-5060-436.21-04	10/30/2013	FY 13/14 PERMIT FEE	WD-0089688		05/2014	1,940.00	
11/22/2013	83612	THE MERCER GROUP, INC.	2529				7,206.65
101-1110-412.20-06	11/06/2013	ASD RECRUITMENT	11-06-2013	140260	05/2014	7,206.65	
11/22/2013	83613	THOMAS CLARK	2308				420.00
101-3020-422.11-08	11/18/2013	2013 HEALTH CARE REIMBURS	2013 HCR		05/2014	420.00	
11/22/2013	83614	T-MAN TRAFFIC SUPPLY	2469				930.32
101-5010-431.21-23	10/31/2013	TRAFFIC PAINT	995	140091	04/2014	930.32	
11/22/2013	83619	U.S. BANK	1873				14,452.83
503-1923-419.30-22	09/26/2013	LOPEZ, H APPLE IPHONE FIX	09-26-2013	140396	04/2014	30.00	
101-3020-422.30-02	09/30/2013	CARWASH BRUSH	31239	140390	04/2014	18.22	
101-3020-422.30-02	10/07/2013	STATION SUPPLIES	024599	140390	04/2014	147.33	
101-3020-422.30-02	10/08/2013	BATTERIES	023779/3574222	140390	04/2014	10.78	
503-1923-419.28-04	10/06/2013	LOPEZ, H FUEL TO TRNG	027062	140396	04/2014	40.00	
503-1923-419.28-04	10/06/2013	LOPEZ, H FUEL TO TRNG	060171	140396	04/2014	20.00	
503-1923-419.30-22	10/07/2013	CREDIT APPLE SUPPORT	10-07-2013	140396	04/2014	19.00	
503-1923-419.28-04	10/08/2013	LOPEZ, H MEAL AT TRNG	096479	140396	04/2014	8.46	
503-1923-419.28-04	10/09/2013	LOPEZ, H FUEL AT TRNG	017251	140396	04/2014	25.00	
503-1923-419.28-04	10/09/2013	LOPEZ, H MEAL AT TRNG	038265	140396	04/2014	1.08	
503-1923-419.28-04	10/09/2013	LOPEZ, H MEAL AT TRNG	054367	140396	04/2014	7.92	
503-1923-419.28-04	10/09/2013	LOPEZ, H MEAL AT TRNG	057041	140396	04/2014	6.44	
503-1923-419.28-04	10/09/2013	LOPEZ, H FUEL AT TRNG	077328	140396	04/2014	30.00	
503-1923-419.28-04	10/09/2013	LOPEZ, H-LODGING AT TRNG	2931539101	140396	04/2014	419.87	
503-1923-419.28-04	10/11/2013	LOPEZ, H-TRANSPORTATION	197177	140396	04/2014	144.46	
503-1923-419.28-04	10/11/2013	LOPEZ, H FUEL FROM TRNG	929836	140396	04/2014	13.54	
101-1020-411.28-04	10/08/2013	HALD/BERNNAN LUNCH MTG	097471	140370	04/2014	17.69	
101-1130-412.30-02	08/28/2013	HEALTH FAIR REFRESHMENTS	8876	140380	04/2014	210.60	
101-1230-413.30-01	09/30/2013	FILE FOLDERS/PENS/KLEENEX	676363229-001	140375	04/2014	123.39	
101-1230-413.30-01	09/30/2013	DUSTING AIR	676363637-001	140375	04/2014	7.51	
101-1130-412.28-12	09/13/2013	IFEBP -HR MEMBERSHIP FEES	INV-260240-S5Z4	140380	04/2014	295.00	
101-1230-413.28-04	10/10/2013	NAKAGAWA, SANDAG PRKNG FE	10866	140374	04/2014	6.00	
101-1920-419.30-02	10/01/2013	OCT/NOV 2013 AUTO ATTNDET	34461	140380	04/2014	300.00	
101-1130-412.28-04	10/09/2013	CORTEZ, LUNCHEON W/HR CON	087970	140380	04/2014	25.79	
101-1130-412.28-04	10/11/2013	CORTEZ, E-HR TRAINING	12464	140380	04/2014	187.00	

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101-0000-209.01-03	10/03/2013	MARTINEZ, H EMP COMP LOAN	BBY01-598789071		04/2014	242.97	
101-0000-209.01-03	10/03/2013	MARTINEZ, H EMP COMP LOAN	BBY01-609583005		04/2014	242.97	
101-0000-209.01-03	09/20/2013	VEA, E EMP COMP LOAN	W470471234		04/2014	466.92	
101-0000-209.01-03	10/11/2013	CASAS, M EMP COMP LOAN	2004377553854		04/2014	1,259.53	
101-1910-419.30-02	09/23/2013	TERMINALS/WIRE	3980-195208	140408	04/2014	18.54	
101-6040-454.30-02	09/26/2013	LEVEL/ SUPPLY LINE/ANGLE	073767/5572674	140408	04/2014	12.81	
101-6040-454.30-02	09/26/2013	LEVEL/ SUPPLY LINE/ANGLE	073767/5572674	140408	04/2014	16.16	
101-6040-454.30-02	09/27/2013	GRASS SHEARS	019216/4584727	140408	04/2014	53.94	
101-6040-454.30-02	09/30/2013	VALVES/STOPS	034410/1593625	140408	04/2014	40.67	
101-6040-454.30-02	09/30/2013	ANGLE STOPS	035567/1564289	140408	04/2014	19.40	
101-6040-454.30-02	09/30/2013	SCOURING PADS/HOSES	038232/1580027	140408	04/2014	75.47	
101-6040-454.30-02	10/01/2013	O-RINGS/PAINT BRUSHES/ROL	018749/0564358	140408	04/2014	43.36	
101-6040-454.30-02	10/01/2013	RETND ANGLE STOPS	0240021	140408	04/2014	19.40	
101-6040-454.30-02	10/02/2013	PVC/SHOVEL/RAIN BIRD	07829804-00	140408	04/2014	69.01	
101-6040-454.30-02	10/09/2013	HEX KEY/LOCK NUTS	00315314	140408	04/2014	27.55	
101-6040-454.30-02	10/09/2013	SCRAPER/BATTERIES	060726/2574343	140408	04/2014	16.16	
101-6040-454.30-02	10/11/2013	WIRE STRIPPERS/DRILL BITS	05250780574616	140408	04/2014	33.52	
101-6040-454.30-02	10/14/2013	CARBIDE CUTTER/ANGLE STOP	095567/7575080	140408	04/2014	33.71	
101-6040-454.30-02	10/14/2013	CARBIDE CUTTER/ANGLE STOP	095567/7575080	140408	04/2014	26.79	
101-6040-454.30-02	10/16/2013	PLEXIGLASS	10769	140408	04/2014	148.32	
101-6040-454.30-02	10/17/2013	BUFFING WHEEL/ADAPTER	033871/4561328	140408	04/2014	26.90	
101-6040-454.30-02	10/21/2013	SANDING PAPER	3980-199931	140408	04/2014	9.17	
501-1921-419.28-15	09/23/2013	POOL CAR FUEL	09-23-2013	140398	04/2014	64.18	
101-5020-432.28-04	09/23/2013	MOELLER, A MEAL @ TRAINING	2516866	140398	04/2014	25.57	
101-5020-432.28-04	09/23/2013	MOELLER, A MEAL @ TRAINING	5307045	140398	04/2014	14.04	
101-5020-432.28-04	09/24/2013	MOELLER, A MEAL @ TRNG	2497207	140398	04/2014	41.00	
101-5020-432.28-04	09/24/2013	MOELLER, A MEAL @ TRAINING	5721208	140398	04/2014	25.46	
101-5020-432.28-04	09/25/2013	MOELLER, A MEAL @ TRNG	2497558	140398	04/2014	27.59	
101-5020-432.28-04	09/25/2013	MOELLER, A MEAL @ TRAINING	2526271	140398	04/2014	24.48	
101-5020-432.28-04	09/26/2013	MOELLER, A MEAL @ TRNG	2321572	140398	04/2014	36.97	
101-5020-432.28-04	09/26/2013	MOELLER, A MEAL @ TRNG	2453372	140398	04/2014	24.11	
101-5020-432.28-04	09/26/2013	MOELLER, A LODGNG @ TRNG	415394635483	140398	04/2014	145.60	
601-5060-436.28-12	10/17/2013	MOELLER, A-CWEA MEMBERSHIP	214746	140398	04/2014	148.00	
601-5060-436.28-12	10/30/2013	CASAS, M CWEA MEMBERSHIP	214745	140398	04/2014	148.00	
101-5020-432.30-01	10/13/2013	2014 CALENDARS	9103	140406	04/2014	16.19	
101-3030-423.28-04	09/20/2013	LINDQUIST, J BAGGAGE CHG	JAKUOQ	140391	04/2014	20.00	
101-3030-423.28-01	10/03/2013	TRAINING CERTS	001301625	140392	04/2014	42.00	
101-3030-423.28-01	10/03/2013	TRAINING CERTS	001301626	140392	04/2014	105.00	
101-3030-423.28-04	10/03/2013	TRAINING CERTS	001301627	140392	04/2014	266.00	
101-3030-423.28-04	10/03/2013	TRAINING CERTS	001301628	140392	04/2014	209.00	
101-3030-423.28-01	10/17/2013	DIVE WATCH/COMP REPAIR	098354	140392	04/2014	135.00	
101-3035-423.28-04	10/03/2013	HANSEN, B-PRSNL CHG REIMBR	10-03-2013	140393	04/2014	21.09	
101-3030-423.28-01	10/01/2013	HARDWARE FOR LG	059862/0202324	140394	04/2014	34.92	
101-3030-423.30-02	10/07/2013	2014 TIDE CHARTS	4621	140394	04/2014	102.12	
101-3030-423.28-01	10/10/2013	CLOSET HARDWARE	007429/1291513	140394	04/2014	51.00	
101-3030-423.30-02	10/10/2013	SNAP HOOKS	7584	140394	04/2014	51.00	
101-3030-423.30-02	10/14/2013	LOCKER KEYS	W66770	140394	04/2014	48.70	
101-3030-423.28-04	09/20/2013	AYALA, A-BAGGAGE CHG	JAKUOQ	140391	03/2014	20.00	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-1910-419.30-02	09/27/2013	WASH RACK SIGNS	SAF-80396	140405	04/2014	117.80	
101-5000-532.20-06	09/26/2013	PVC PIPE	66207031	140418	04/2014	343.14	
101-5000-532.20-06	09/26/2013	PVC FITTING	66207792	140418	04/2014	25.27	
101-5000-532.20-06	10/02/2013	CAPS/COUPLERS	66270577	140400	04/2014	38.13	
101-1910-419.30-02	10/08/2013	WASH RACK AREA SIGNS	SAF-81043	140405	04/2014	28.89	
101-1910-419.30-02	10/08/2013	WASH RACK SIGN	2051126	140405	04/2014	28.76	
101-5020-432.30-01	10/09/2013	OFFICE SUPPLIES	5132	140418	04/2014	53.85	
101-5020-432.30-01	10/10/2013	DRAFTING SOFTWARE	932673	140418	04/2014	10.75	
101-5010-431.28-01	10/11/2013	#107 ROPE HOOKS/TARP	159991-1	140418	04/2014	1,078.63	
101-5020-432.30-01	10/12/2013	PURCHASE ERROR	055949	140418	04/2014	39.94	
101-5020-432.30-01	10/13/2013	CR FOR PURCHASE ERROR	10-13-2013	140418	04/2014	39.94	
101-5020-432.29-02	10/15/2013	CONDOLANCE FLOWERS	W00632704020107	140418	04/2014	99.98	
101-5020-432.28-04	09/23/2013	AGUIRRE, J-MEAL AT TRNG	2516847	140411	04/2014	24.57	
101-5020-432.28-04	09/23/2013	AGUIRRE, J-MEAL AT TRNG	5307046	140411	04/2014	17.04	
101-5020-432.28-04	09/24/2013	AGUIRRE, J-MEAL AT TRNG	8431985	140411	04/2014	29.86	
101-5020-432.28-04	09/25/2013	AGUIRRE/MOELR-MEAL @ TRNG	2336098	140411	04/2014	35.08	
101-5020-432.28-04	09/25/2013	AGUIRRE, J-MEAL AT TRNG	8516361	140411	04/2014	26.62	
501-1921-419.28-15	09/26/2013	FUEL FOR POOL VEHICLE	141211	140411	04/2014	35.35	
101-5020-432.28-04	09/26/2013	AGUIRRE, J-LODGING AT TRNG	415394635431	140411	04/2014	145.60	
601-5060-436.30-02	10/11/2013	AGUIRRE, J-SAFETY BOOTS	3/1253/94307	140411	04/2014	150.00	
501-1921-419.28-01	10/01/2013	#600 SMOG INSPECTION	48667	140417	04/2014	41.75	
501-1921-419.28-01	10/15/2013	A6 SMOG INSPECTION	48760	140417	04/2014	41.75	
501-1921-419.28-16	10/16/2013	E239 TRUCK PARTS	43594	140417	04/2014	115.81	
501-1921-419.30-02	10/17/2013	PRESSURE WASHER PARTS	049692/4014627	140417	04/2014	93.16	
101-5020-432.28-04	09/24/2013	AGUIRRE/MOELR-MEAL @ TRNG	2497314	140411	03/2014	35.92	
101-1910-419.30-02	09/23/2013	SHELF BRACKET	033991/8584202	140404	04/2014	16.37	
101-1910-419.30-02	09/25/2013	MVC DEAD BOLT	054672/6593021	140404	04/2014	15.09	
101-6020-452.30-02	09/25/2013	SERENITY GARDEN PLANTS	102795	140404	04/2014	107.95	
101-1910-419.30-02	09/26/2013	DRYWALL MUD	000592/5593131	140404	04/2014	5.95	
101-6020-452.30-02	10/02/2013	FLAGS -PARKS	60076	140401	04/2014	284.96	
101-6040-454.30-02	10/03/2013	FLY TAPE/HOSE/NOZZLE	093182/8290335	140401	04/2014	75.39	
101-1910-419.30-02	10/15/2013	SOAP/PAINT/GRAFFITI RMVR	075256/6581940	140401	04/2014	64.84	
101-5010-431.30-02	10/16/2013	GRAFFITI SUPPLIES	084611/5202825	140403	04/2014	47.01	
101-1910-419.30-02	10/03/2013	PAINT	035387/8580482	140404	04/2014	29.93	
101-1910-419.30-02	10/09/2013	PRESSURE WASHER BREAKER	S4118732.002	140404	04/2014	15.55	
101-1910-419.30-02	10/09/2013	PRESSURE WASHER SUPPLIES	017526/2012415	140404	04/2014	66.85	
101-1910-419.30-02	10/10/2013	PRESSURE WASHER SUPPLIES	021783/1560536	140404	04/2014	22.15	
101-1910-419.30-02	10/10/2013	MVC BULBS	033931/1560470	140404	04/2014	71.05	
101-6040-454.30-02	09/22/2013	BROOMS AND TOWELS	009919/9120673	140409	04/2014	64.64	
101-6040-454.30-02	09/28/2013	BATTERIES	042299/3584827	140409	04/2014	14.02	
601-5060-436.28-01	09/24/2013	PS#5 REPAIR PARTS	095525/7592919	140412	04/2014	96.83	
101-5010-431.30-02	09/26/2013	EYE BOLTS-BIKE PATH	022372/5024966	140414	04/2014	9.59	
101-6040-454.30-02	10/04/2013	TRASH CAN POLE	049286/7580598	140409	04/2014	23.09	
101-6040-454.30-02	10/07/2013	BEACH TRASH CAN LINERS	070156001	140409	04/2014	433.40	
101-6040-454.30-02	10/11/2013	PIER RAILS	021642/0022286	140409	04/2014	104.39	
101-6040-454.30-02	10/11/2013	RAIL POST	077313/0012921	140409	04/2014	10.86	
101-6040-454.30-02	10/12/2013	PIER RAILS	078559/9022659	140409	04/2014	69.59	
101-1910-419.30-02	10/15/2013	SAFETY CENTER PARTS	014188/6570090	140409	04/2014	90.49	
101-6040-454.30-02	10/20/2013	SCREWDRIVERS/TOOLS	025387/1561748	140409	04/2014	22.81	
101-5010-431.30-02	10/14/2013	TAPE/PLASTIC/SHEETING	042909/7581747	140414	04/2014	123.01	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-3030-423.30-02	09/22/2013	BATTERIES	015088	140395	04/2014	32.30	
101-3030-423.28-01	09/25/2013	RCS RADIO REPAIR	64366	140395	04/2014	332.19	
101-6040-454.30-02	09/23/2013	BARRICADE PAINT	4850-1	140410	04/2014	66.30	
101-6040-454.30-02	09/24/2013	ICE PLANT-GROUND COVER	065801/7295433	140410	04/2014	74.33	
101-6020-452.30-02	09/26/2013	IRRIGATION SUPPLIES	004753/5041078	140420	04/2014	11.76	
101-6020-452.30-02	09/27/2013	PLANT MATERIALS	014065/4202129	140420	04/2014	58.13	
101-3030-423.30-02	10/10/2013	SAW BLADES	034594/1594692	140395	04/2014	86.37	
101-3030-423.30-02	10/10/2013	MISC OFFICE SUPPLIES	8367	140395	04/2014	68.14	
101-3030-423.30-02	10/14/2013	2014 DAY PLANNER	81559479	140395	04/2014	142.36	
101-5000-532.20-06	10/02/2013	PVC PIPE/PVC CEMENT	66274862	140399	04/2014	99.69	
101-6040-454.30-02	10/08/2013	ICE PLANT/GROUND COVER	031597/3291193	140410	04/2014	61.13	
101-6040-454.30-02	10/09/2013	2X6 PRESSURE TREATED	026171/2021863	140410	04/2014	260.96	
101-6040-454.30-02	10/09/2013	SCREWS	033044/2560390	140410	04/2014	32.38	
101-6040-454.30-02	10/09/2013	PROTECTIVE GLOVES	81228720	140410	04/2014	769.82	
101-6040-454.30-02	10/16/2013	5 GALLON ROLLERS	042235/5561265	140410	04/2014	153.73	
101-6040-454.30-02	10/21/2013	TIME CLOCK/DOC STAMP	104-6245409-690	140410	04/2014	280.94	
101-6020-452.30-02	10/15/2013	SUPPLY FOR LEAKY PIPES	10-15-2013	140420	04/2014	1.79	
11/22/2013	83620	US BANK	2458			1,103.04	
101-0000-209.01-20	11/21/2013	PAYROLL AP PPE 11/14/13	20131121		05/2014	1,103.04	
11/22/2013	83621	WAGE WORKS INC.	2210			113.00	
101-1920-419.21-04	11/18/2013	NOV 2013	125AI0278344	140161	05/2014	113.00	
11/22/2013	83622	WEST GROUP CTR	826			128.52	
101-1020-411.28-14	11/01/2013	OCT 2013	828306977	140187	05/2014	128.52	
DATE RANGE TOTAL *						817,608.45 *	



AGENDA ITEM NO. 2.3

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: DECEMBER 4, 2013

ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *AH*

SUBJECT: APPROVE RESOLUTION 2013-7435 APPOINTING THE ADMINISTRATIVE SERVICES DIRECTOR/TREASURER

EXECUTIVE SUMMARY:

A new Administrative Services Director/Treasurer has been hired and will begin work on Monday, December 4, 2013. This Resolution provides the required formal City Council approval for Doug Bradley to act on behalf of the City in banking and investment activities.

BACKGROUND:

The City of Imperial Beach has hired Doug Bradley as the Administrative Services Director/Treasurer effective Monday, December 4, 2013. He will be the City's liaison with banking and investment activities.

ANALYSIS:

Banking and investment organizations require adoption of a resolution by the City Council appointing the individual who will be authorizing and accessing banking and investment transactions. Doug Bradley will assume the position of Administrative Services Director/Treasurer and is the person approving those types of activities.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATION:

That the City Council adopt Resolution 2013-7435 approving Doug Bradley as the Administrative Services Director/Treasurer

Attachments:

1. Resolution No. 2013-7435

RESOLUTION NO. 2013-7435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING DOUG BRADLEY AS ADMINISTRATIVE SERVICES DIRECTOR/TREASURER

WHEREAS, banking and investment companies require that, for actions involving their activities, the City Council formally adopt a Resolution approving the appointment of an Administrative Services Director/Treasurer to represent the City of Imperial Beach in its financial transactions ; and

WHEREAS, the City of Imperial Beach has hired Doug Bradley to act as the Administrative Services Director/Treasurer; and

WHEREAS, Doug Bradley will assume the position of Administrative Services Director/Treasurer on December 2, 2013.

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

1. That Resolution 2013-7435 is adopted.
2. That Resolution 2013-7435 formally appoints Doug Bradley as the Administrative Services Director/Treasurer.
3. That this Resolution shall be effective immediately.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of December 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: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: DECEMBER 4, 2013

ORIGINATING DEPT.: PUBLIC WORKS *AH*

SUBJECT: RESOLUTION NO. 2013-7434 APPROPRIATING \$36,000 FROM THE NEW STRATEGIC CAPITAL IMPROVEMENT GF RESERVE FOR THE SEACOAST DRIVE AESTHETIC PROJECT (SP1-301)

EXECUTIVE SUMMARY:

In March 2012, staff was directed to investigate options and costs for various Seacoast Drive Pedestrian-scale street lighting scenarios. A report was prepared and presented on March 21, 2012. In December 2012, staff was directed to more formally study improvements to the aesthetics of Seacoast Drive visitor serving area, with a primary focus on improved pedestrian scale lighting. Over the succeeding eleven months Council has given periodic direction on how to proceed with the study. The funding for this effort was never codified with an official appropriation of funds thus this resolution is to appropriate the funds for this work.

BACKGROUND:

In early Calendar Year 2012, staff was directed to investigate improvements to the aesthetics along Seacoast Drive, with a particular emphasis on pedestrian scale lighting. Several presentations have ensued both by staff and consultants – Nasland Engineering and Parterre Landscape Architecture. Direction was given to proceed with this work without a formal appropriation of funds, thus staff has been unable to consistently reimburse the consultants for their work on the project. As directed by City Council, staff prepared a small public lighting demonstration project located on Seacoast Drive between Date Avenue and Elm Avenue the week of November 17, 2013.

ANALYSIS:

This staff report and resolution is prepared to properly address the payment and contract award in an auditable context. To date the costs incurred or encumbered for this project are as follows:

• Nasland Engineering	\$24,000
• 3 new 12' light poles	\$ 4,000
• 3 new light fixtures	\$ 5,600
• Other materials (concrete, conduit, electrical wiring, etc.)	\$ 1,400
• Electrical Contractor	\$ 1,000
○ TOTAL	\$36,000

The above costs cover the cost of the project through the public demonstration project as directed by City Council in previous public City Council meetings. All staff labor on this project

has been absorbed in the respective divisions FY 2013 and FY 2014 O&M budgets and is not included in the \$36,000 figure.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Appropriation of \$36,000 from the New Strategic Capital Improvement GF Reserve Account.

City Council set aside \$1,700,000 for the New Strategic Capital Improvement GF Reserve Account in Resolution No. 2013-7333 adopting the budgets for Fiscal Years 2013-14 and 2014-15, and amending the general fund appropriations for Fiscal Year 2012-13.

Previously authorized expenditures from the New Strategic Capital Improvement GF Reserve Account were in Resolution No. 2013-7407 (Projects for Fiscal Year 2013/14 Capital Improvement Program) for the following purposes:

- Sport Park Mansard Roof Construction - \$144,417
- Palm Avenue Mixed Use and Commercial Corridor Master Plan for in kind match to the Smart Growth Grant - \$50,000.
 - Previous total authorized \$194,417

There are sufficient funds in the New Strategic Capital Improvement GF Reserve Account to pay for the work scheduled or performed in the Palm Avenue Aesthetic Study work.

RECOMMENDATION:

1. Receive this report.
2. Adopt Resolution No. 2013-7434 appropriating \$36,000 from the New Strategic Capital Improvement GF Reserve Account to the Seacoast Drive Aesthetics Study – SP1-301, account no. 101-5020-532-2006 and authorizing the City Manager to approve the project agreements with Nasland Engineering for their work in this project totaling \$24,000.

Attachments:

1. Resolution No. 2013-7434

RESOLUTION NO. 2013-7434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROPRIATING \$36,000 FROM THE NEW STRATEGIC CAPITAL IMPROVEMENT GF RESERVE FOR THE SEACOAST DRIVE AESTHETIC PROJECT (SP1-301)

WHEREAS, in early Calendar Year 2012, staff was directed to investigate improvements to the aesthetics along Seacoast Drive, with a particular emphasis on pedestrian scale lighting; and

WHEREAS, several presentations to City Council ensued both by staff and consultants – Nasland Engineering and Parterre Landscape Architecture; and

WHEREAS, direction was given by City Council to proceed with this work without a formal appropriation of funds, thus the staff has been unable to consistently reimburse the consultants for their work on the project; and

WHEREAS, as directed by City Council, staff prepared a small public lighting demonstration project located on Seacoast Drive between Date Avenue and Elm Avenue; and

WHEREAS, to date the costs incurred or encumbered for this project are \$36,000; and

WHEREAS, these costs cover the cost of the project through the public demonstration project as directed by City Council in previous public City Council meetings; and

WHEREAS, all staff labor on this project has been absorbed in the respective divisions FY 2013 and FY 2014 O&M budgets and is not included in the \$36,000 figure; and

WHEREAS, the appropriation of \$36,000 is recommended to be appropriated from the New Strategic Capital Improvement GF Reserve Account; and

WHEREAS, Nasland Engineering consultant costs (including Parterre Landscape Architecture) incurred or encumbered are \$24,000; and

WHEREAS, there are sufficient funds in the New Strategic Capital Improvement GF Reserve Account to pay for the work scheduled or performed in the Palm Avenue Aesthetic Study work.

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

1. The above recitals are true and correct.
2. This legislative body appropriates \$36,000 from the New Strategic Capital Improvement GF Reserve Account to the Seacoast Drive Aesthetic Project – SP1-301, account no. 101-5020-532-2006.
3. This legislative body authorizes the City Manager to approve Nasland Engineering consultant fees for the work on Seacoast Drive Aesthetic Project – SP1-301 in the amount of \$24,000.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of December 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: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: DECEMBER 4, 2013
ORIGINATING DEPT.: CITY CLERK *DMH*
SUBJECT: LOCAL APPOINTMENTS LIST

EXECUTIVE SUMMARY:

On or before December 31 of each year, the legislative body shall approve the Local Appointments List in compliance with California Government Code §54972 and designate the Imperial Beach Branch Library (the public library with the largest service population within jurisdiction) to receive a copy of the list in compliance with California Government §54973

BACKGROUND:

California Government Code §54972 requires that on or before December 31 of each year, the legislative body shall prepare a Local Appointments List of all appointive terms that will expire during the next calendar year.

ANALYSIS:

In 2014, the following terms will expire:

NAME	TITLE	DATE APPOINTED	TERM EXPIRATIONS
Daniel Lopez	DRB Member	11/17/10	12/31/14
Thomas Schaaf	DRB Vice Chair	11/17/10	12/31/14
Michel Dedina	TAC Chair	06/19/13	12/31/14
Mary S. Doyle	TAC Vice Chair	06/19/13	12/31/14
David L. Van de Water	TAC Member	06/19/13	12/31/14

Any unscheduled vacancies would be posted as they occur.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None.

RECOMMENDATION:

That the City Council approves the Local Appointments List in compliance with California Government Code §54972 and designate the Imperial Beach Branch Library (the public library with the largest service population within jurisdiction) to receive a copy of the list in compliance with California Government §54973.

Attachments:

1. Local Appointments List

CITY OF IMPERIAL BEACH LOCAL APPOINTMENTS LIST

DESIGN REVIEW BOARD COMMITTEE

Qualifications: All members of commissions, boards and committees of the city shall be residents of the city (IBMC Section 2.18.040).

Purpose: All members of the design review board shall investigate, review and evaluate the design, layout and other features of proposed developments and take action, as appropriate, in accordance with the intent and purposes set forth in Chapter 19.83, Design Review (IBMC Section 2.31.030A).

NAME	TITLE	DATE APPOINTED	TERM EXPIRATIONS F
Daniel Lopez	Member	11/17/10	12/31/14
Thomas Schaaf	Vice Chair	11/17/10	12/31/14
Janet Bowman	Member	11/21/2012	12/31/2016
Shirley Nakawatase	Chair	11/21/2012	12/31/2016
Harold Phelps	Member	11/21/2012	12/31/2016

TIDELANDS ADVISORY COMMITTEE

Qualifications: All members of commissions, boards and committees of the city shall be residents of the city (IBMC Section 2.18.040).

Purpose: It shall be the duty of the committee to review all matters involving coastal and tidelands issues referred to the committee by resolution of the city council or by the city manager or designee. The city council may delegate particular issues or a general work plan for review and make recommendations within the time limits set out in the referring resolution by the city council (IBMC Section 2.24.050).

NAME	TITLE	DATE APPOINTED	TERM EXPIRATIONS F
Michel Dedina	Chair	06/19/13	12/31/14
Mary S. Doyle	Vice Chair	06/19/13	12/31/14
David L. Van de Water	Member	06/19/13	12/31/14
Veronica Archer	Member	06/19/13	12/31/16
Joseph James Ellis	Member	06/19/13	12/31/16



AGENDA ITEM NO. 2.6

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: DECEMBER 4, 2013
ORIGINATING DEPT.: CITY CLERK *JMH*
SUBJECT: RESOLUTION NO. 2013-7436 APPROVING THE CALENDAR AND SETTING THE TIME FOR CITY COUNCIL MEETINGS FOR THE YEAR 2014

EXECUTIVE SUMMARY:

Adopt Resolution No. 2013-7436 approving the Calendar and setting the time for City Council meetings for the year 2014.

BACKGROUND:

In accordance with Imperial Beach Municipal Code §2.12.040 A, the City Council must hold regular meetings on the first and third Wednesdays of each month at an hour to be set by resolution. Additionally, the City Council has historically adopted the meeting calendar for the upcoming year after review of potential meeting schedule conflicts.

ANALYSIS:

After review of the holiday schedule and conferences scheduled for 2014, staff recommends the following:

- Cancellation of the September 3, 2014 City Council meeting due to a conflict with the League of California Cities Annual Conference scheduled for September 3-5, 2014 in Los Angeles, California.
- Cancellation of the December 17, 2014 City Council meeting in accordance with City Council Policy No. 102. The policy states that a meeting will not be scheduled on the third Wednesday of December unless required for urgent City business.
- Cancellation of the January 7, 2015 City Council meeting due to the New Year's Day holiday City furlough closures.

Note: The January 1, 2014 City Council meeting was cancelled by previous City Council action on December 5, 2012.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None.

RECOMMENDATION:

That the City Council adopt Resolution No. 2013-7436 approving the calendar and setting the time for City Council meetings for the year 2014.

Attachments:

1. Resolution No. 2013-7436 and 2014 City Council meeting calendar (Exhibit A)
2. 2013-2014 City of Imperial Beach Holiday & Alternate Friday Schedule

RESOLUTION NO. 2013-7436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE CALENDAR AND SETTING THE TIME FOR CITY COUNCIL MEETINGS FOR THE YEAR 2014

WHEREAS, Section 2.12.040 A of the Imperial Beach Municipal Code states that unless otherwise adopted by resolution, the City Council must hold regular meetings on the first and third Wednesdays of each month at an hour to be set by resolution; and

WHEREAS, the City Council has historically reviewed potential meeting schedule conflicts prior to adopting the upcoming City Council meeting calendar.

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

1. That regular City Council meetings shall begin at 6:00 p.m. and
2. That the 2014 City Council meeting calendar, attached hereto as Exhibit A, is hereby approved.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of December 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
Council Meeting Calendar

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

December						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Council Meetings 6 PM

City Hall Closed

City Holiday / City Hall Closed



City of Imperial Beach 2013-14 Holiday & Alternate Friday Schedule

2013 Holiday Schedule

Monday, November 11	Veterans Day	City Hall Offices Closed
Thursday, November 28	Thanksgiving Day	City Hall Offices Closed
Friday, November 29	Day After Thanksgiving	Dark Friday – Holiday Bank
Tuesday, December 24	Christmas Eve	City Hall Offices Closed
Wednesday, December 25	Christmas Day	City Hall Offices Closed
December 26 & 30	Furlough	City Hall Offices Closed for the Holidays
December 31	New Year's Eve	City Hall Offices Closed

2014/15 Holiday Schedule

Wednesday, January 1	New Year's Day	City Hall Offices Closed
Monday, January 20	Martin Luther King, Jr. Day	City Hall Offices Closed
Monday, February 17	President's Day	City Hall Offices Closed
Monday, March 31	Cesar Chavez Day	City Hall Offices Closed
Monday, May 26	Memorial Day	City Hall Offices Closed
Friday, July 4	Independence Day	City Hall Offices Closed
Monday, September 1	Labor Day	City Hall Offices Closed
Tuesday, November 11	Veterans Day	City Hall Offices Closed
Thursday, November 27	Thanksgiving Day	City Hall Offices Closed
Friday, November 28	Day After Thanksgiving	Dark Friday – Holiday Bank
Wednesday, December 24	Christmas Eve	City Hall Offices Closed
Thursday, December 25	Christmas Day	City Hall Offices Closed
December 29 & 30	Furlough	City Hall Offices Closed for the Holidays
December 31	New Year's Eve	City Hall Offices Closed
January 1, 2015	New Year's Day	City Hall Offices Closed
January 2, 2015	Furlough	City Hall Offices Closed for the Holidays

2013 9/80 Alternative Friday Schedule

- November 1
- November 15
- November 29
- December 13
- December 27

2014 9/80 Alternative Friday Schedule

- January 10
- January 24
- February 7
- February 21
- March 7
- March 21
- April 4
- April 18
- May 2
- May 16
- May 30
- June 13
- June 27
- July 11
- July 25
- August 8
- August 22
- September 5
- September 19
- October 3
- October 17
- October 31
- November 14
- November 28
- December 12
- December 26



AGENDA ITEM NO. 2.7

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: DECEMBER 04, 2013

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT AND PUBLIC SAFETY DEPARTMENTS *CD*

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 2013-1143: ORDINANCE ADOPTING CALIFORNIA CODE OF REGULATIONS TITLE 24 PARTS 1 THROUGH 12, 2013 EDITION WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS

EXECUTIVE SUMMARY:

Every three years the California State Building Standards Commission (CSBSC) revises Title 24, the California Building Codes. All jurisdictions are required to adopt these codes and are given an opportunity to amend the code provisions as necessary to meet local conditions. Without taking action to revise the codes prior to the codes coming into effect, the City loses the opportunity to revise the regulations governing new construction. Also with the adoption of the new Building Codes, changes to the Municipal Code are included to reference the codes and make minor changes to Chapters 8 and 15 of the Municipal Code to coordinate code and zoning requirements. Staff recommends the adoption of these code amendments contained in Ordinance No. 2013-1143 with incorporation of language from our previously approved code adoption and other minor technical changes.

BACKGROUND:

In 2010, the City Council adopted the current edition of California Code of Regulations Title 24 with local amendments by Ordinance Numbers 2010-1113 and 2010-1114 as part of the California State Building Standards Commission (CSBSC) code adoption cycle. On a triennial basis the CSBSC adopts the newly revised International Building and Fire Codes or "model codes" in an effort to remain compliant with advancements in recognized fire protection methods and building standards. Local municipalities are provided the opportunity to address the specific needs of their communities and make changes to the codes based upon the specific requirements of their region.

On July, 1 2013, the CSBSC published the 2013 edition of California Code of Regulations, Title 24, allowing the City of Imperial Beach this opportunity to amend new codes before becoming effective January 1, 2014.

ANALYSIS:

California Code of Regulations, Title 24 is divided into 12 individual parts addressing the requirements of new building construction and the maintenance of existing properties. When city staff finds that code sections do not adequately meet the needs of their community, more restrictive regulations may be adopted but must meet state approval. Codes specifically addressing the administrative sections of Title 24 do not require state approval and may be locally amended to meet the needs of the city. After careful review of the new codes, city staff has determined that only minor technical changes are needed at this time. Portions of the administrative section will receive minor revision to resolve language that conflicts within the existing Imperial Beach Municipal Code; additionally equivalent changes will occur within the Imperial Beach Municipal Code to further enhance the ability of city staff to maintain building safety standards. To complete our code adoption, previously approved changes included in the 2010 code adoption ordinance have been carried forward in this adoption as they continue to enhance the city's ability to effectively maintain public safety and provide aid within our community.

At the regular meeting of November 20, 2013, City Council introduced and held the first reading of Ordinance No. 2013-1143 by title only, waived further reading in full and set the matter for second reading by title only and adoption at the next regularly scheduled City Council meeting of December 4, 2013 and authorized the publication in a newspaper of general circulation.

Staff recommends adopting the 2013 California Code of Regulations, Title 24, including the appendix chapters with the amendments, revisions, and additions described in Exhibits A to M.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no anticipated fiscal impact to the city.

RECOMMENDATION:

Staff Recommends that the Mayor and City Council adopt Ordinance No. 2013-1143.

Attachments:

1. Ordinance No. 2013-1143
2. Exhibits A through M

ORDINANCE NO 2013-1143

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING CHAPTERS 8.50, 15.02, 15.04, 15.06, 15.08, 15.16, 15.20, 15.28, 15.32, and 15.38, ADDING CHAPTERS 15.14, 15.18, and 15.34 AND REPEALING CHAPTERS 15.24 AND 15.40 OF THE IMPERIAL BEACH MUNICIPAL CODE

WHEREAS, Health & Safety Code Section 17958 mandates that the City of Imperial Beach shall adopt ordinances or regulations imposing the same requirements as are contained in the regulations adopted by the State pursuant to Health & Safety Code Section 17922; and

WHEREAS, the State of California is mandated by Health & Safety Code Section 17922 to impose the same requirements as are contained in the 2013 California Building Standards Code, Title 24 of the California Code of Regulations; and

WHEREAS, the State of California is mandated by Health & Safety Code Section 17922 to impose the same requirements as are contained in the 2013 California Building Standards Code, together with the City of Imperial Beach amendments, which collectively shall be the City of Imperial Beach Building Code, for the purpose of prescribing regulations in the City of Imperial Beach; and

WHEREAS, local amendments adopted by the City of Imperial Beach shall take precedence over the 2013 California Building Standards Code; and

WHEREAS, Health & Safety Code Section 17958.5 permits the City of Imperial Beach to make such changes or modifications to the 2013 California Building Standards Code as are reasonably necessary because of local conditions; and

WHEREAS, Health & Safety Code Section 17958.7 requires that the City of Imperial Beach before making any changes or modifications to building standards pursuant to Section 17958.5 make express findings that such changes or modifications are needed due to climatic, geographic, or topographic conditions and files the same with the California Building Standards Commission; and

WHEREAS, the City Council of the City of Imperial Beach does herewith find that the city has certain climatic, geologic, and topographical features that can have a deleterious effect on the safety and fitness of property, buildings and structures; and

WHEREAS, Sections 50022.1 through 50022.10, inclusive, of the Government Code provide authority for the adoption by reference of codes, or portion of such codes; and

WHEREAS, if a city does not make changes then the California Building Standards Code becomes effective in such city 180 days after publication of the California Building Standards Code by the California Building Standards Commission; and

WHEREAS, amendments to provisions relating to civil, administrative, or criminal procedures and remedies available for enforcing violations do not require findings pursuant to Health & Safety Code Section 17958.7.

NOW THEREFORE, the City Council of the City of Imperial Beach does ordain as follows:

SECTION 1: The above recitals are true and correct and incorporated herein as though set forth in full.

SECTION 2: Code Adoption and Availability

That certain documents, one (1) copy of which is on file in the office of the Building Official of the City of Imperial Beach, being marked and designated as the 2013 California Building Standards Code, including Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Building and Fire Code of the City of Imperial Beach, in the State of California regulating and governing the conditions and maintenance of all property, facilities, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Building and Fire Code on file in the office of the City of Imperial Beach are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Exhibits A and B of this ordinance.

SECTION 3: Chapter 8.50, Substandard Buildings and Property, of the Imperial Beach Municipal Code is amended to read as set forth in Exhibit A.

SECTION 4: Chapter 15.02, Administrative Code, of the Imperial Beach Municipal Code is amended to read as set forth in Exhibit B.

SECTION 5: Chapter 15.04, Residential Code, of the Imperial Beach Municipal Code is amended to read as set forth in Exhibit C.

SECTION 6: Chapter 15.06, Building Code, of the Imperial Beach Municipal Code is amended to read as set forth in Exhibit D.

SECTION 7: Section 15.08.050 of the Imperial Beach Municipal Code is amended to read as set forth in Exhibit E.

SECTION 8: Chapter 15.14, Historical Building Code, is added to the Imperial Beach Municipal Code as set forth in Exhibit F.

SECTION 9: Chapter 15.16, Electrical Code, of the Imperial Beach Municipal Code is amended as set forth in Exhibit G.

SECTION 10: Chapter 15.18, Existing Building Code, is added to the Imperial Beach Municipal Code as set forth in Exhibit H.

SECTION 11: Chapter 15.20, Fire Code, of the Imperial Beach Municipal Code is amended to read as set forth in Exhibit I.

SECTION 12: Chapter 15.24, Housing Code, is deleted from the Imperial Beach Municipal Code.

SECTION 13: Chapter 15.28 Mechanical Code of the Imperial Beach Municipal Code is amended to read as set forth in Exhibit J.

SECTION 14: Chapter 15.32, Plumbing Code, of the Imperial Beach Municipal Code is amended to read as set forth in Exhibit K.

SECTION 15: Chapter 15.34, Referenced Standards Code, of the Imperial Beach Municipal Code is added to read as set forth in Exhibit L.

SECTION 16: Chapter 15.38, Green Building Code, of the Imperial Beach Municipal Code is amended to read as set forth in Exhibit M. .

SECTION 17: Chapter 15.40, Dangerous Building Code, is deleted from the Imperial Beach Municipal Code.

SECTION 18: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Imperial Beach hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 19: Nothing in this ordinance or in the Building Standards Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 20: The City Clerk is directed to prepare and have published a summary of this ordinance no less than five days prior to the consideration of its adoption and again within 15 days following adoption indicating votes cast pursuant to the provisions of Government Code section 36933. Upon passage, the City Clerk shall transmit a copy of this Ordinance to the California Building Standards Commission pursuant to Health and Safety Code section 17958.7.

SECTION 21: This ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on January 1, 2014.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 20th day of November 2013; and **THEREAFTER ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, on the 04th day of December 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

APPROVED AS TO FORM:

JENNIFER M. LYON
CITY ATTORNEY

EXHIBIT A to ORDINANCE NO. 2013-1143**Chapter 8.50. SUBSTANDARD BUILDINGS AND PROPERTY****8.50.010. Short title.**

The ordinance codified in this chapter shall be known as the "Substandard Building Code" of the City of Imperial Beach.

8.50.010.1 Purpose.

The purpose of this Code is to regulate all existing buildings and structures to ensure that they are maintained to the standard desired by the City to ensure a safe, healthy, and attractive community. The City Council and citizens of this community have determined that to maintain a vibrant and active lifestyle the physical condition of the City is an important aspect of government. In addition to the provisions of the Building and Fire Codes, the City may enforce these provisions through an administrative process, or through other options under the Municipal Code, to identify and cause correction of these standards.

8.50.020. Definitions generally.

For the purpose of this chapter, except as otherwise provided herein, certain words, phrases and terms, and their derivatives, shall be construed as specified in this chapter. Words, phrases and terms used in this chapter, but not specifically defined herein, shall have the meanings stated in the currently adopted regulatory codes of the City, including the Building Code, the Residential Code, the Plumbing Code, the Mechanical Code, the Electrical Code, and the Fire Code. Where not defined in this chapter or in the foregoing codes, such words, phrases and terms shall have the meanings stated in Webster's New International Dictionary of the English Language, Unabridged, Third Edition.

8.50.030. Defined.

For the purpose of this chapter, the definition of an unsafe building will be as stated in section 116 of the adopted Building Code for unsafe structures and equipment. Unsafe structures are by inference substandard and a blight on the community and shall be made safe or removed in accordance with this standard and that of the adopted Building and Fire Codes.

8.50.040. Substandard Buildings – Sanitation.

For the purpose of this chapter, any building, structure or portion thereof, including any dwelling unit, guest room or suite of rooms, which has any or all of the conditions or defects hereinafter described to an extent that endangers the life, limb, health, property, safety or welfare of the public, or the occupants thereof, shall be deemed and is declared to be a substandard building. Substandard buildings shall include inadequate sanitation, which includes, but is not limited to, the following:

- A. Lack of or improper water closet, lavatory, bathtub or shower in a dwelling unit,

- B. Lack of or improper kitchen sink,
- C. Lack of hot and cold running water to plumbing fixtures in a dwelling unit,
- D. Lack of or improper operation of necessary heating and ventilating equipment,
- E. Lack of reasonable amounts of natural light and ventilation,
- F. Room and space dimensions less than required by this code,
- G. Lack of necessary electrical lighting,
- H. Infestation of insects, vermin or rodents,
- I. Lack of connection to required sewage disposal system.
- J. Lack of garbage removal or storage.
- K. Water damage or lack of adequate drainage.

8. 50.050 Substandard Buildings - Structural Hazards.

Substandard buildings shall include, structural hazards, which shall include, but are not limited, to whenever the building, structure or any portion thereof, is likely to partially or completely collapse or detach because of:

- A. Dilapidation, deterioration or decay,
- B. Faulty construction,
- C. The removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building,
- D. The deterioration, decay or inadequacy of its foundation, or
- E. Deteriorated or inadequate foundations,
- F. Defective or deteriorated flooring or floor supports,
- G. Flooring or floor supports of insufficient size to carry imposed loads with safety,
- H. Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration,
- I. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety,
- J. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material insufficient size or deterioration,
- K. Fireplaces or chimneys which list, bulge or settle, due to defective material or deterioration,
- L. Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety,
- M. Glass windows or doors of the structure that are broken.
- N. All premises on which any abandoned underground storage tanks, cesspools, wells, pits, shafts or other dangerous excavations may exist;

8.50.060. Substandard Buildings - Damaged Buildings

Substandard buildings shall include damaged buildings, which shall include, but not be limited to, whenever the building, structure or portion thereof has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to:

- A. Become an attractive nuisance to people,

- B. Become a harbor for trespassers, or
- C. Enable persons to resort thereto for the purpose of committing unlawful or immoral acts,

8.50.070. Substandard Buildings - Use Violations.

Substandard buildings shall include the following use violations:

- A. Use violations occur whenever any building, structure or portion thereof has been used, constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by this code;
- B. Improper Occupancy. All buildings, structures or portions thereof occupied for any purpose other than that for which they were approved, including all buildings or portions thereof occupied for living, sleeping, cooking or dining purposes which were not designed or intended to be used for such occupancies. Garages are not habitable spaces and are not intended for any other use than storage and vehicle parking;

8.50.080 Substandard Buildings - Utility Systems , Egress, Fire Systems.

Substandard buildings shall include problematic utility systems, egress and fire systems, which shall include, but be limited to:

- A. Hazardous Wiring. Wiring that was installed without the benefit of inspection, has degraded, become overloaded, or misused will be considered unsafe. Except that installed in accordance with all applicable laws in effect at the time of installation and which has been maintained in good condition and is being used in a safe manner;
- B. Hazardous Plumbing. Plumbing that was installed without the benefit of inspection, has degraded, failed, collapsed, or become unsanitary. Except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and which is free of cross-connections;
- C. Hazardous Mechanical Equipment. All mechanical equipment installed without the benefit of inspections, that has degraded, become inoperable, lacks combustion air, adequate vents, improper gas connections, and inoperable controls. Except those that conformed with all applicable laws in effect at the time of installation, and which has been maintained in good and safe condition;
- D. Inadequate Exits. All buildings, structure or portions thereof, not provided with adequate exit facilities as required by the building code at the time of construction. Those buildings, structures or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and which have been adequately maintained and increased in relation to any increase in occupancy load, alteration or addition or any change in occupancy;
- E. Hazardous Residential emergency exits from bedrooms. Bedrooms are unsafe when not provided with windows or doors that meet the emergency egress

requirements of the current Residential Building Code. When windows or doors are replaced or repaired in bedrooms they shall be installed to meet the current residential code requirements. Bedrooms that lack emergency egress are not to be utilized for sleeping purposes.

- F. Inadequate Fire Protection or Firefighting Equipment. All buildings, structures or portions thereof which are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof which conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy;
- G. Abandoned or Partial Buildings. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure, or whenever any building or structure is abandoned for a period in excess of six months, so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

8.50.090. Additional substandard conditions but not considered unsafe by definition designated.

For the purpose of this chapter, any building, structure or portion thereof which has any one or more of the following conditions constitutes substandard property but are not unsafe by strict interpretation and that need to be repaired before becoming unsafe or its dilapidated appearance affects the surrounding neighborhood:

- A. Unpainted buildings or buildings with dry rot, warping and/or termite infestation;
- B. Broken windows constituting hazardous conditions and inviting trespassers and malicious mischief;
- C. Attractive nuisances dangerous to children in the form of unattended, abandoned or broken equipment and neglected machinery;
- D. Clotheslines in front yard areas;
- E. Lack of adequate garbage and rubbish storage and removal facilities;
- F. Trash and garbage containers stored in front of side yards and visible from public streets, except when placed in areas of collection at times permitted in compliance with this code;
- G. Fences (including retaining walls) which are not constructed of new or suitable used material, do not conform with the methods of construction pursuant to the requirements of the Building Code, or are not maintained in a state of good repair. Any dilapidated, dangerous or unsightly fence or retaining wall shall be repaired or removed. Temporary materials shall not be permitted as a fencing material;
- H. The parking or storage of motorized or non-motorized vehicles, motorcycles, trailers, campers, boats and other mobile equipment in the front yard area of property located in a residential zone (as defined in Section 19.04.650 of this code);
- I. The parking or storage of any type of motorized or non-motorized vehicle, motorcycle, or recreational vehicle off a paved driveway, on a lawn or on unpaved areas, on property located in a residential zone (as defined in Section 19.04.650 of this code);

- J. Storage of machinery or parts thereof, or material or equipment associated with building, painting, plumbing and electrical contracting and services and similar activities, including implements or tools (other than what is stored and carried in a motor vehicle) having a power rating of greater than one horsepower, on property located in a residential zone (as defined in Section 19.04.650 of this code).
- K. Maintenance of premises in such condition as to be detrimental to the public health, safety or general welfare or in such manner as to constitute a public nuisance;
- L. Maintenance of premises so out of harmony or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use or property values of such adjacent properties;
All premises on which there are any "weeds," as described in Government Code Section 39561.5, rubbish or refuse found upon parkways, sidewalks, or private property within the city.

8.50.100 Inspections and Enforcement of Chapter.

The City Manager, Public Safety Director, Building Official, and their designees are authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter. . By direction the Code Compliance Officers, Fire Prevention Officers and other delegated personnel may enforce the provisions of this Code, pursuant to applicable law, including, but not limited to, chapters 1.12, 1.16, 1.18 and 1.22 of this Municipal Code.

8.50.110 Public nuisances to be abated.

All buildings, structures, properties or portions thereof which are determined by inspection to be substandard are declared to be public nuisances, and may be abated by repair, rehabilitation, demolition, removal or clearing in accordance with the procedure specified in this chapter or as otherwise provided in this Municipal Code.

8.50.120 Commencement of proceedings to compel repairs or demolition.

1. Whenever the building official or the public safety director has inspected or caused to be inspected any building, structure, property or portion thereof, and has found and determined it to be substandard, the building official or the public safety director shall commence proceedings to cause repair, rehabilitation, demolition or abatement of the violations of this chapter.
2. Standards for maintenance of buildings awaiting demolition or repair may be enforced, which shall include, but not be limited to the following:
 1. Unsafe structures and buildings shall be made safe by providing a 6 foot tall chain link fence around the property or structure.
 2. The building or structure may be tightly enclosed with structural sheathing securely fastened within door and window casings and all other openings

covered. The sheathing shall be painted to reduce the detrimental effect of the abandonment on the neighborhood.

3. The property shall be kept free of weeds, trash, and vehicles.
4. Utilities shall be disconnected before the service entrance and made secure.

8.50.130 Notice and appeal—Housing violations—Notification of Franchise Tax Board.

A. The City Manager and the City Attorney are authorized to determine whether any rental housing within the city is in violation of state or local law. Following such determination, the property owner shall be notified by the building official and/or the city attorney that failure to correct substandard conditions on the property within six months will result in notification of the Franchise Tax Board.

B. If the conditions are not brought into compliance within six months, the building official may be directed to prepare and mail by certified mail, postage prepaid, return receipt requested, a notice of noncompliance to the affected property owner. Such notice shall reflect that substandard housing conditions have not been cured within the time prescribed by law and shall advise the property owner of a right to appeal.

1. The affected property owner may appeal the city manager or city attorney's determination by filing a written request with the city clerk within ten days of the date of the notice of noncompliance. The filing of such appeal shall stay notification of the State Franchise Tax Board until the council has acted on the appeal.

2. If no appeal is filed within ten days, the building official shall forward a copy of the notice of noncompliance to the State Franchise Tax Board. The council may also be requested by staff to approve any actions already taken with respect to such notification, including forwarding such notice to the Franchise Tax Board.

C. The city council shall review evidence submitted on appeal, and affirm, modify or reverse the determination with respect to the existence of state law or Municipal Code violations on the property.

1. If the council determines that a violation exists on the property, the building official shall be directed to forward a copy of the notice of noncompliance to the State Franchise Tax Board.

D. Upon appeal, the city council shall make written findings on the evidence and a copy of such findings shall be mailed by certified mail, postage prepaid, return receipt requested, to the affected property owner. Action by the city council on the appeal shall be final and conclusive.

8.50.140 Compliance with chapter—Penalty for violation.

No person, whether as owner, lessee, sublessee or occupant, shall erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy or maintain any building or premises, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this chapter. Any person violating the provisions of this chapter is guilty of a misdemeanor for each day such violation continues. All violations of this chapter shall be subject to civil penalties in accordance with Chapter 1.12 of this code.

EXHIBIT B to ORDINANCE NO. 2013-1143

Chapter 15.02. ADMINISTRATIVE CODE

15.02.010. Adoption.

The 2013 California Administrative Code (Part 1 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as a part of the Building and Fire Codes of the City of Imperial Beach.

EXHIBIT C to ORDINANCE NO. 2013-1147

Chapter 15.04. RESIDENTIAL CODE

15.04.010. Adoption.

Except as provided in Chapter 15.06.020, the 2013 California Residential Code (Part 2.5 of Title 24 or the California Code of Regulations) is adopted and incorporated by reference as the Residential Code of the City of Imperial Beach.

EXHIBIT D to ORDINANCE NO. 2013-1143

Chapter 15.06. BUILDING CODE

15.06.010. Adoption.

Except as provided in Chapter 15.02 and in this chapter, the 2013 California Building Code (Part 2 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as the Building Code of the City of Imperial Beach.

15.06.020. Amendments.

As provided in Chapter 15.02 and this chapter, amendments are adopted and incorporated as part of the Building Code and Residential Codes of the City of Imperial Beach.

- A. 2013 California Building Code Appendix I, Patio Covers, is adopted.
- B. 2013 California Residential Code Appendix G Swimming Pools, Spa and Hot Tubs is adopted.
- C. Chapter 1 Administration is adopted with the following specific code reference amendments:

Division II of Chapter 1 of Part 2 (2013 California Building Code) and Division II of Chapter 1 of Part 2.5 (2013 California Residential Code) specific sections are amended to read as follows:

SECTION 101

GENERAL

101.1 Title. These regulations shall be known as the City of Imperial Beach Administrative Regulations for Building, Fire, and Housing Codes including the 2013 California Building Code, 2013 California Residential Code, 2013 California Green Building Code, 2013 California Electrical Code, 2013 California Plumbing Code, and 2013 California Mechanical Code, 2013 California Energy Code, 2013 California Fire Code, 2013 California Historical Building Code, 2013 California Existing Building Code, 2013 Referenced Standards Code, and shall be cited as such and will be referred to hereinafter as "this code."

101.2 Purpose. The purpose of this chapter is to provide for the administration and enforcement of the California Building Standard Code and other adopted codes of the City of Imperial Beach relating to building construction, property maintenance, housing standards, dangerous buildings, fire regulations and other codes as adopted by this jurisdiction within Title 15 of the Imperial Beach Municipal Code.

101.3.1 Scope. The provisions of this chapter shall serve as the administrative, organizational and enforcement rules and regulations for Title 15 of the Imperial Beach Municipal Code and shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of

every building, structure or facilities serving such structures or any appurtenances connected or attached to such building or structures. These provisions will apply to codes contained within section 101.1 of this code.

Exemption for Pending Applications. The provisions of this chapter shall not apply to any building or structure for which a completed application was accepted by the building division for a construction or demolition permit prior to January 1, 2014. Such buildings or structures shall be erected, constructed, enlarged, altered or repaired in accordance with the provisions in effect at the date of said application.

101.3.2 Intent. The purpose of this code is to establish minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation, disabled access and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.5 One copy of the California Building Standards Code and each code mentioned in section 101.1 of the Imperial Beach Municipal Code is on file in the Office of the City Building Official, City of Imperial Beach, for the use and examination of the public, and each and every provision, section, table, diagram, illustration, figure, phrase and paragraph thereof, including all appendices, thereto, except as expressly deleted, added to, excepted, modified or amended by this chapter.

SECTION 102

APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 When conflicting provisions or requirements occur between this code and chapters elsewhere in Title 8 and 15 of the Imperial Beach Municipal Code or other codes or laws, the most restrictive code shall govern.

102.1.2 When conflicts occur between specific provisions of this code and administrative provisions elsewhere in Title 8 and 15 of the Imperial Beach Municipal Code, which is applicable within this jurisdiction, the provisions of this chapter shall prevail.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.7.3 Existing Installations. Building service equipment lawfully in existence at the time of the adoption of Title 15 of the Imperial Beach Municipal Code may have such use, maintenance or repair continued if such use, maintenance or repair is in accordance with the original design and a hazard to life, health or property has not been created by such building service equipment.

102.7.5 Maintenance. Building, structures, facilities and its building service equipment, existing and new, and parts thereof shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the Imperial Beach Municipal Code when installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and their building service equipment. To determine compliance with this section, the Building Official may cause a structure to be re-inspected.

105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. One-story detached accessory buildings to one- and two-family dwellings used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m^2) and a five (5') foot set back from property lines and other structures is maintained and no plumbing or electrical systems are installed.
2. Fences not over 6 feet (1,829 mm) high. Masonry block fences not over 3 feet above grade. Corner lot fences are subject to review for height limitations.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A Liquids.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways not more than thirty (30") inches (762 mm) above grade and not over any basement or story below and are not part of an accessible route.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment accessory to detached one and two family dwellings.
9. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
10. No fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.
11. Residential decks not exceeding 200 square feet (18.58 m^2) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

12. Roof repairs. Replacement, repair or overlay of less than 101 square feet of an existing roof within any twelve (12) month period.

105.3.1.1 Determination of substantially improved or substantially damaged existing buildings in flood hazard areas. For applications for reconstruction, rehabilitation, addition or other improvement of existing buildings or structures located in an area prone to flooding as established by Table R301.2(1), the building official shall examine or cause to be examined the construction documents and shall prepare a finding with regard to the value of the proposed work. For buildings that have sustained damage of any origin, the value of the proposed work shall include the cost to repair the building or structure to its pre-damaged condition. If the building official finds that the value of proposed work equals or exceeds 50 percent of the market value of the building or structure before the damage has occurred or the improvement is started. Applications determined by the board of appeals to constitute substantial improvement or substantial damage shall require all existing portions of the entire building, or structure to meet the requirements of Section R322 and all requirements of Chapter 15.50 of Title 15 of the Imperial Beach Municipal Code.

105.5.1 Expired permits. Before work can be recommenced, a new permit shall be first obtained to do so, and a fee equal to the established hourly rate for City staff to complete all work shall be paid, provided no changes have been made or will be made in the original plans and specifications for such work. Permits shall not be extended more than once, except that, the Building Official may approve a maximum of one additional extension of 180 days when the applicant demonstrates that special unusual circumstances exist. All expired permits not acted on after receipt of 30 day notification from the building official will become a violation of this code if not acted upon during the 30 day period and will become subject to a code lien on the property to insure new property owners are advised of pending violations on the property.

105.8 Responsibility. It shall be the duty of every person who performs work for the installation or repair of building, structure, electrical, gas, mechanical or plumbing systems, for which this code is applicable, to comply with this code.

105.9 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structure, and sites for which an application has been filed.

107.2.5.1 Information for construction in flood hazard areas. For buildings and structures located in whole or in part in flood hazard areas as established by Table R301.2(1), construction documents shall show compliance with Chapter 15.50 of Title 15 of the Imperial Beach Municipal Code and include:

1. Delineation of flood hazard area, floodway boundaries and flood zones and the design flood elevation, as appropriate;

2. The elevation of the proposed lowest floor, including basement; in areas of shallow flooding (AO Zones), the height of the proposed lowest floor, including basement, above the highest adjacent grade;
3. The elevation of the bottom of the lowest horizontal structural member in coastal high hazard areas (V Zone); and
4. If the design flood elevations are not included on the community's Flood Insurance Rate Map (FIRM), the building official and the applicant shall obtain and reasonably utilize any design flood elevation and floodway data available from other sources.

107.2.5.2 Design flood elevation elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1 and with Chapter 15.50 of Title 15 of the Imperial Beach Municipal Code.

107.2.5.3 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new constructions and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

107.5 Retention of plans. One set of approved plans shall be retained by the building official for the life of the building or as required by state law. One set of approved plans and specifications shall be returned to the applicant and shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

SECTION 113

BOARD OF APPEALS

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals hereafter known also as the Local Appeals Board. The building official shall be an ex officio member of said board but shall have no vote on any matter before the board. The board of appeals shall be the City Council. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Appeals to the Local Appeals Board shall be processed in accordance with the provisions and procedures contained in Chapter 15.40 of Title 15 of the Imperial Beach Municipal Code.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to interpret the administrative provisions of this code, nor shall the Board be empowered to waive requirements of this code.

Delete Section 113.3 Qualifications.

113.3 Appeals. Any person, firm or corporation may register an appeal with the Local Appeals Board for review of any decision of the Building Official about this code, provided that the appeal is made in writing within thirty (30) days of receipt of notice and is accompanied with the administrative fee specified in the City's fee schedule for an appeal. All appeals where notices declaring structures or equipment "Dangerous" must be submitted within ten (10) days of receipt of notice.

113.3.1 Conditions. Any person shall be permitted to appeal a decision of the Building Official or Fire Chief to the Local Appeals Board when it is claimed that any one or more of the following conditions exists.

- i. The true intent of this Title as described in those codes has been incorrectly interpreted;
- ii. A provision in this code do not apply;
- iii. A decision is arbitrary as it applies to alternatives, new materials or interpretations of this Title.

113.4 Request for Appeals Action Ratification. For the purposes of this chapter, "Request for Ratification" shall mean actions required under Section 1.9.1.5 of the California Building Code. A written request by the Building Official that the Board approve a proposed solution based upon a finding of "unreasonable hardship" as that term is used in Title 24 of the California Code of Regulations.

113.4.1 Request. The Board must have approved a Request for Ratification, prior to the approval of plans or issuance of a permit, which requires a finding of unreasonable hardship from an appeal to the Building Official.

113.4.2 Agenda. The Building Official shall place any appeal consisting of a request for ratification to determine an unreasonable hardship on the Board's Agenda in compliance with provisions contained in this section.

113.5 Decisions. The Board shall not render any decision allowing a proposed design solution unless, after the hearing, it finds on the basis of substantial evidence that:

- i. The proposed design is satisfactory and complies with the intent of this chapter;
- ii. The proposed design meets the requirements of Title 24;
- iii. Board decisions overruling the Building Official's decisions shall require four (4) votes. Board decisions ratifying the Building Official's requests for ratification shall require three (3) votes; and
- iv. Should the Board render a decision contrary to that of the Building Official, then the decision of the Board shall be deemed the decision of the Building Official.

113.5.1 Decisions Findings and Order.

- i. The decision of the Board shall be final and conclusive.
- ii. The findings and order of the Board shall include the following notice:

iii. Notice to Parties. The time within which judicial review must be sought to review this decision is governed by the provisions of California Code of Civil Procedure Section 1094.6.

113.5 Administration. The building official shall take immediate action in accordance with the decision of the board.

EXHIBIT E to ORDINANCE NO. 2013-1143

Chapter 15.08. NUMBERING OF BUILDINGS

15.08.050. Numeral Placement and Size.

Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a 1/2" stroke for residential buildings and individual dwelling units of multi residential buildings, 8" high with a 1/2" stroke for commercial buildings, industrial buildings and multi-residential buildings having eight individual dwelling units or more. Additional numbers shall be required where deemed necessary by the Fire Code Official, such as rear access doors, building corners, and entrances to commercial centers.

EXHIBIT F to ORDINANCE NO. 2013-1143

Chapter 15.14. HISTORICAL BUILDING CODE

15.14.10. Adoption.

The 2013 California Historical Building Code (Part 8 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as a part of the Building and Fire Codes of the City of Imperial Beach.

EXHIBIT G to ORDINANCE NO. 2013-1143

Chapter 15.16. ELECTRICAL CODE

15.16.010. Adoption.

The 2013 California Electrical Code (Part 3 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as a part of the Electrical Code of the City of Imperial Beach.

15.16.020. Amendments.

Amendments to the California Electrical Code, as provided in this chapter, are adopted and incorporated as part of the Building Code and Residential Codes of the City of Imperial Beach.

Article 690 Solar PhotoVoltaic Systems, III. Disconnecting Means Section 690.14 (C), (1) by changing the entire section to read: "The photovoltaic disconnecting means shall be installed at a readily accessible location on the outside of a building or as directed by the Building Official or Fire Inspector. Direct current systems that are installed in accordance with Section 690.31 (E) shall have a disconnect located prior to the conductors entering the building."

EXHIBIT H to ORDINANCE NO. 2013-1143

15.18. Existing Building Code

15.18.010. Adoption.

The 2013 California Existing Building Code, (Part 10 of Title 24 of The California Code of Regulations), is adopted and incorporated by reference as a part of the Building and Fire Codes of the City of Imperial Beach.

EXHIBIT I to ORDINANCE NO. 2013-1143

Chapter 15.20. FIRE CODE

15.20.010. Adoption.

Except as provided in and Chapter 15.20.020, the 2013 California Fire Code (Part 9 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as the Fire Code of the City of Imperial Beach.

15.20.020. Amendments.

As provided in this chapter, amendments are adopted and incorporated as part of the Fire Code of the City of Imperial Beach.

Chapter 1 Administration is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 101.5 City of Imperial Beach Validity

The City of Imperial Beach hereby declares that should any section, paragraph, sentence or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the City of Imperial Beach that it would have passed all other portions of this ordinance independently of the elimination here from of any such portion as may be declared invalid.

Chapter 1 - Section 102.13 Repeal of Conflicting Ordinances, Resolutions or motions is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 102.13 REPEAL OF CONFLICTING ORDINANCES, RESOLUTIONS OR MOTIONS All former ordinances, resolutions or motions, or parts thereof, conflicting or inconsistent with the provisions of this Ordinance or of the Code or standards hereby adopted are hereby repealed.

(R) Chapter 1 Administration - Section 109.4 Violation penalties - Any person who shall violate any of the provisions of this code or standards hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made there under, or who shall build in violation of any detailed statement or specification or plans submitted and approved there under, or any certificate or permit issued there under, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the attorney for the City of Imperial Beach or by a court of competent jurisdiction within the time fixed herein, shall severally for each and every violation and noncompliance respectively, be guilty of a misdemeanor, punishable by a fine not exceeding \$1000.00 or by imprisonment in County Jail not exceeding six (6) months, or both. The imposition of one penalty of any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Chapter 1 Administration - Section 111.4 Failure to Comply is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 111.4 Failure to comply – Any person, who shall continue any work having been served with a stop work order, except such work as that the person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than the amounts as established for administrative citations pursuant to Chapter 1.22 of the City of Imperial Beach Municipal Code.

Chapter 2 Definitions - Section 202 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) MID-RISE BUILDING A building four stories or more in height, 75 feet or more in height and not defined as a high-rise building by section 202 of the California Building Code. Measurements shall be made from the midpoint of the highest portion of the roof or floor above the topmost space that may be occupied to the lowest fire department connection.

Chapter 3 General Precautions Against Fire - Section 319 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

Section 319 is added to the California Fire Code to read:

SECTION 319 MID-RISE BUILDINGS

Sec 319.1 General All newly constructed mid-rise buildings or any mid-rise building which undergoes a complete renovation that requires the complete vacancy of the building to complete the renovation shall comply with this section.

Exceptions:

1. Buildings used exclusively as an open parking garage.
2. Buildings where all floors above the fourth floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, and other similar structures.

Sec. 319.1.1 Automatic fire sprinkler systems and standpipes Mid-rise buildings shall have an approved automatic fire sprinkler system designed and installed in conformance with the latest edition of NFPA 13 and in accordance with the following:

1. A shut-off valve and a water flow alarm shall be provided for each floor. Each shut-off valve and water flow alarm shall be electronically supervised.
2. Mid-rise buildings shall be provided with a class I standpipe system that is interconnected with the automatic fire sprinkler system. The system shall consist of 2½-inch hose valves located in each stair enclosure on every floor level. Two hose outlets shall be located on the roof outside of each stair enclosure which penetrates the roof. The standpipe system shall be designed, installed and tested in accordance with the edition of NFPA 14 as recognized in Chapter 80, Referenced Standards.
3. Fire department standpipe connections and valves serving the floor shall be within the vestibule and located in a manner so as not to obstruct ingress and egress when hose lines are connected and charged.

Chapter 5 Fire Service Features - Section 503 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A)Sec. 503.3.1 Fire Lane Designation Where the fire code official determines that it is necessary to ensure adequate fire access, the fire code official may designate existing roadways as fire access roadways as provided by Vehicle Code section 22500.1.

Chapter 5 Fire Service Features - Section 505 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 505.1 ADDRESS NUMBERS. Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a 1/2" stroke for residential buildings and individual dwelling units of multi residential buildings, 8" high with a 1/2" stroke for commercial buildings, industrial buildings and multi-residential buildings having eight individual dwelling units or more. Additional numbers shall be required where deemed necessary by the Fire Code Official, such as rear access doors, building corners, and entrances to commercial centers.

EXHIBIT J to ORDINANCE NO. 2013-1143

Chapter 15.28. MECHANICAL CODE

15.28.010. Adoption.

The 2013 California Mechanical Code (Part 4 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as part of the Mechanical Code of the City of Imperial Beach.

EXHIBIT K to ORDINANCE NO. 2013-1143

Chapter 15.32. PLUMBING CODE

15.32.010. Adoption.

The 2013 California Plumbing Code (Part 5 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as part of the Plumbing Code of the City of Imperial Beach.

EXHIBIT L to ORDINANCE NO. 2013-1143

Chapter 15.34 REFERENCED STANDARDS CODE

15.34.010. Adoption.

The 2013 California Referenced Standards Code (Part 12 of Title 24 of the California Code of Regulations), is adopted and incorporated by reference as the Referenced Standards Code of the City of Imperial Beach.

EXHIBIT M to ORDINANCE NO. 2013-1143

Chapter 15.38. GREEN BUILDING CODE

15.38.010. Adoption.

The 2013 California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as the Green Building Code of the City of Imperial Beach.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: DECEMBER 4, 2013

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

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-7433 CREATING A TEMPORARY POSITION OF GRAPHIC INFORMATION SYSTEMS (GIS) FIRE MAPPING INTERN AND CREATING THE POSITION CLASSIFICATION OF FIREFIGHTER/EMT (PART-TIME) AND AMENDING THE FISCAL YEAR (FY) 2013-2015 SALARY & COMPENSATION PLAN REFLECTING BOTH POSITIONS AND UPDATING THE BEACH LIFEGUARD AND FIRE SERIES POSITION CLASSIFICATIONS

EXECUTIVE SUMMARY:

Staff is seeking adoption of Resolution No. 2013-7433 creating an at-will temporary position of GIS Fire Mapping Intern funded by an Urban Area Security Initiative Grant of \$13,240 (Dec. 2013 – Nov. 2014) received by the City from the City of San Diego Office of Homeland Security and approving the position classification. The resolution would also create the position classification of Firefighter/EMT (part-time) agreed upon during labor negotiations in FY 2011-2013 and would amend the FY 2013-2015 Salary & Compensation Plan to reflect these positions and their respective salaries. In addition, staff has amended the position classifications for the Beach Lifeguard and Firefighter series updating the essential job functions and minimum qualifications. The salaries for these eight positions remain the same as currently reflected on the City's approved Budget and FY 2013-2015 Salary & Compensation Plan. The City is currently recruiting for a Beach Lifeguard II and Beach Lifeguard Sergeant and both recruitments include the proposed changes to the essential job functions and minimum qualifications, subject to City Council approval.

BACKGROUND:

Pursuant to Ordinance No. 41 it is the responsibility of the City Manager to recommend to the Council revisions to the City's classification and salary and compensation plan as necessitated for the efficient and effective operation of the City.

GIS Intern

At the November 20, 2013 meeting, the City Council adopted Resolution No. 2013-7427 approving a Memorandum of Understanding (MOU) between the City of San Diego Office of Homeland Security and the City of Imperial Beach for a FY 2014 Urban Area Security Initiative Grant. This is a one-year grant from December 1, 2013 to November 30, 2014 in the amount of

\$13,240 to fund a GIS intern. The City Manager seeks to create a new temporary position of GIS Intern utilizing these grant funds to assist in the preparation of emergency preplanning maps and other responsibilities as assigned.

Beach Lifeguard and Fire Series

Staff reviewed the Beach Lifeguard and Fire series position classifications to ensure that they are up-to-date and appropriately reflect the work that is being performed by staff. It was found there is a need to update and further define the minimum qualifications of these classifications in order to accurately reflect the responsibilities and qualifications required of applicants.

ANALYSIS:

GIS Intern

The Urban Area Security Initiative Grant from the City of San Diego Office of Homeland Security is for a one-year period (December 1, 2013 to November 30, 2014) only in the amount of \$13,240. Staff conducted a total compensation analysis using this total grant amount which included salary and required benefits that are currently provided to part-time employees in order to define the most appropriate hourly salary within the City's current Salary and Compensation Plan along with the maximum work hours allowed within the defined time period and available funding. Based on this analysis, staff recommends that the hourly salary for the GIS Intern would fall under Range 27 (currently at \$13.1350 to \$16.7670 per hour) of the FY 2013-2015 City's Salary and Compensation Plan. The GIS Intern will be a temporary position and exempt from the City's Competitive Service. This position will be an at-will position that serves at the will and the pleasure of the City Manager. For purposes of this at-will temporary position, the hourly salary will be at step "A" \$13.1350 and will not receive merit/salary advancements and may only work 940 hours (duration of the grant) due to the limited grant funding. Based on the duties of the position and a study of similar job classifications/positions in other cities and counties, staff has prepared the attached job description which properly describes the duties of the proposed job classification which is more appropriately identified as a GIS Fire Mapping Intern.

Beach Lifeguard and Fire Series

The proposed changes to the Beach Lifeguard I, Beach Lifeguard II, Beach Lifeguard Sergeant, Lifeguard Captain, Firefighter/Paramedic-Recruit, Firefighter/Paramedic, Fire Engineer, and Fire Captain position classifications update the essential job functions and minimum qualifications. The amended eight position job descriptions are attached and properly reflect the required changes. The salaries for these eight positions remain the same as currently reflected on the City's approved Budget and FY2013-2015 Salary & Compensation Plan. The City is currently recruiting for a Beach Lifeguard II position and a Beach Lifeguard Sergeant and these recruitments include the proposed changes to the essential job functions and minimum qualifications, subject to City Council approval. In addition, staff is creating the attached job classification of Firefighter/EMT (part-time) in order to implement the position recognition agreed upon with the Imperial Beach Firefighters' Association during the FY 2011-2013 negotiations and adopted FY 2011-2013 MOU. The salary for the Firefighter/EMT (part-time) position will be under Range 30 (currently at \$14.4220 - \$18.4110 per hour) under the FY 2013-2015 City's Salary & Compensation Plan.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

GIS Intern

Resolution No. 2013-7427 adopted on November 20, 2013, approved the acceptance of the Urban Area Security Initiative Grant of \$13,240, which will cover the cost of the GIS Fire Mapping Intern position salary and benefits for the 12-month period from December 1, 2013 to November 30, 2014.

Beach Lifeguard and Fire Series

As adopted by Resolution No. 2013-7333, the adopted FY 2013-2015 City Budget & Operating Guide contains fiscal appropriations for the Beach Lifeguard and Fire positions. This includes the current recruitment for the Beach Lifeguard II and Beach Lifeguard Sergeant.

RECOMMENDATION:

That the City Council adopt Resolution No. 2013-7433 creating the temporary position of GIS Fire Mapping Intern and also creating the position classification of Firefighter/EMT (part-time) and amending the FY 2013-2015 Salary & Compensation Plan to reflect these positions and updating the Beach Lifeguard and Fire series position classifications.

Attachments:

1. Resolution No. 2013-7433
2. GIS Fire Mapping Intern position classification
3. Beach Lifeguard I position classification
4. Beach Lifeguard II position classification
5. Beach Lifeguard Sergeant position classification
6. Lifeguard Captain position classification
7. Firefighter/Paramedic-Recruit position classification
8. Firefighter/Paramedic position classification
9. Fire Engineer position classification
10. Fire Captain position classification
11. Firefighter/EMT (part-time) position classification

RESOLUTION NO. 2013-7433**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, CREATING A TEMPORARY POSITION OF GIS FIRE MAPPING INTERN AND CREATING THE POSITION CLASSIFICATION OF FIREFIGHTER/EMT (PART-TIME) AND AMENDING THE FY 2013-2015 SALARY & COMPENSATION PLAN REFLECTING BOTH POSITIONS AND UPDATING THE BEACH LIFEGUARD AND FIRE SERIES POSITION CLASSIFICATIONS**

WHEREAS, pursuant to Ordinance No. 41, it is the responsibility of the City Manager to recommend to the Council revisions to the City's classification and salary and compensation plan as necessitated for the efficient and effective operation of the City; and

WHEREAS, on November 20, 2013, City Council approved a Memorandum of Understanding between the City of San Diego Office of Homeland Security and the City for a FY 2014 Urban Area Security Initiative Grant of \$13,240 to fund a temporary GIS Intern; and

WHEREAS, based on the \$13,240 grant, staff conducted a total compensation analysis for the temporary position of GIS Intern to included salary and benefits; and

WHEREAS, the GIS Fire Mapping Intern would fall under Range 27 (currently at \$13.1350 to \$16.7670 per hour) of the City's FY 2013-2015 Salary and Compensation Plan, however for purposes of this at-will temporary position, the hourly salary will be at step "A" \$13.1350 and will not receive merit/salary advancements and may only work 940 hours (duration of the grant) due to the limited grant funding; and

WHEREAS, staff is creating the job classification of Firefighter/EMT (part-time) as part of the position recognition with the Imperial Beach Firefighters' Association during the FY 2011-2013 Memorandum of Understanding. The salary for the Firefighter/EMT (part-time) position will be under Range 30 (currently at \$14.4220 - \$18.4110 per hour) under the City's Salary & Compensation Plan FY 2013-2015.

WHEREAS, staff reviewed the Beach Lifeguard and Fire series position classifications to ensure that they are up-to-date and appropriately reflect the work that is being performed by staff and it was found there is a need to update and further define the minimum qualifications of these classifications in order to accurately reflect the responsibilities and qualifications required of applicants.

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. Adopt creating the at-will temporary position of GIS Fire Mapping Intern and approve the position classification and amend the City's FY 2013-2015 Salary & Compensation Plan to include this position and its salary.
3. Adopt position classification of Firefighter/EMT (part-time) and amend the City's FY 2013-2015 Salary & Compensation Plan to include this position and its salary.
4. Adopt updating the position classifications of Beach Lifeguard I, Beach Lifeguard II, Beach Lifeguard Sergeant, Beach Lifeguard Captain, Firefighter/Paramedic Recruit, Firefighter/Paramedic, Fire Engineer and Fire Captain.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of December 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

**City of Imperial Beach
POSITION DESCRIPTION**

Title:	GIS Fire Mapping Intern	Job Number:	6066
Department:	Public Works	Worker's Comp Number:	9420
Division:	Information Technology	Labor Group:	Unrepresented at-will limited position
Date:	December 4, 2013	Resolution No.:	2013-7433

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

GENERAL PURPOSE

Under general supervision, to provide support in the development and implementation of pre-plan maps for the City's Public Safety division.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Public Works Director, GIS Administrator, and/or designee. Incumbent does not supervise.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Perform technical duties in the maintenance and development of geographic information system (GIS) based pre-plan maps for the Imperial Beach Fire Department.
- Perform a number of tasks including data research, data collection, data input and data management.
- Perform quality control and accuracy checks to ensure the validity of the data being entered.
- Operate handheld GPS equipment for data collection purposes, and to transfer and convert said data to a server based GIS database.

DESIRED MINIMUM QUALIFICATIONS

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

Knowledge of:

Basic knowledge of GIS data collection and handling concepts, including collection methods, QA/QC methods, projections and spatial references and data transfer methods; Methods and techniques used for interpreting maps of various media and digitizing data for conversion to GIS usable formats; Knowledge of Trimble GPS equipment; Basic database and relational database management principles and techniques using common software packages; Modern office practices, procedures, equipment and supplies; English usage, spelling, grammar, and punctuation.

Ability to:

Use and understand GIS tools and methodologies to operate a variety of geographic information system input and output devices, including GPS data collectors, printers, plotters and other GIS related peripheral equipment/devices in a Windows environment; Communicate clearly and concisely, orally and in writing; Organize, edit, and process complex data sets and information; Manage databases, edit/update records and perform basic queries and reports of geographic information; Enter data in an efficient manner utilizing heads up digitizing techniques and GPS data collectors; Work in the field collecting data.

EDUCATION, EXPERIENCE AND LICENSING

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

Education:

Enrollment in an approved accredited college/university program with coursework in the area of Geography, Civil Engineering or another closely related field, or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed herein.

Experience:

Familiarity with ESRI ArcGIS software including ArcMap and ArcCatalog as well as ArcPad software Open-Source GIS packages including Quantum GIS are desirable but not required. Experience with Trimble GPS units is also desirable.

Knowledge of Microsoft Office software, especially Excel and MS Access, are highly desirable.

Licensing:

Possession of or ability to obtain, prior to employment, a valid Class "C" California driver's license with a safe, satisfactory driving record.

PHYSICAL ENVIRONMENT

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

While performing the duties of this job, the employee is regularly required to reach with hands and arms, stand, walk, sit, bend and use hands and fingers, handle, feel or operate objects, tools, or controls.

Needs to be able to perform frequent downward flexion of neck, side-to-side turning of the neck, fine finger dexterity and grasp to manipulate the keyboard, telephone, writing instruments, papers, books, manuals, and reports.

The employee is occasionally required to, climb or balance, stoop, kneel, crouch, or crawl.

The employee must frequently lift and/or move up to 30 pounds and occasionally lift and/or move more than 50 pounds with assistance.

Must see in the normal vision range with or without correction to read labels on cleaning equipment and supplies and instructions.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Most of the work is performed in a normal office environment with extensive computer use. Duties will also take place outdoors with travel from site to site and may include carrying GPS equipment. Incumbents may be exposed to noise, dust, and inclement weather conditions. There is considerable attention to detail and deadlines required.

TOOLS AND EQUIPMENT

The operation of a GPS unit and note-taking apparatus, personal computer, database software, GIS software, laptops, servers, calculator, telephone.

**City of Imperial Beach
POSITION DESCRIPTION**

Title:	Beach Lifeguard I	Job Number:	8010
Department:	Public Safety	Workers' Comp Number:	9420
Division:	Ocean/Beach Safety	Labor Group:	SEIU
Revised:	December 4, 2013	By Reso. No.:	2013-7433

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

GENERAL PURPOSE

Under direction, maintain surveillance over a section of beach from an assigned station or patrols a section of beach in a vehicle, in the protection of life, prevention of accidents, and enforcement of City ordinances; performs aquatic and medical rescues; and performs other related work required.

SUPERVISION RECEIVED AND EXERCISED

Works under general direction of Beach Lifeguard II 's.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Safeguard the ocean and beach using public by maintaining surveillance over a assigned area from a station or, patrols an assigned area in a radio equipped emergency vehicle, and take preventative actions and safety interventions, in the protection of life and prevention of accidents.
- Perform rescues and administer medical aid as needed; operates boats, all terrain vehicles, and specialized lifesaving equipment.
- Perform search and recovery in the ocean and other waterways.
- Interpret, explain, and enforce applicable codes, ordinances, regulation, policies and procedures to the public.
- Maintain safety equipment, facilities, and supplies within the Lifeguard Division.
- Prepare clear and concise records, reports, and logs.
- Subject to twenty four hour emergency call; responds to emergencies when off duty; and completes other work assigned.

Peripheral Duties:

- May lead tours, or provides routine lifeguard operations and beach safety information to the media and general public.
- Take part in lifeguard and emergency medical training and drills.
- Attend lifeguard staff meetings.
- May testify in court regarding matters of enforcement and litigation.

DESIRED MINIMUM QUALIFICATIONS

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

Knowledge of:

Records and reports, and public relations; all functions and duties performed by the division; modern principles, practices, and concepts of modern lifesaving techniques, boating safety, and equipment used; advanced first-aid and resuscitation methods and equipment operations; emergency medical system; ocean conditions and patterns; beach, surf, and ocean hazards; safe driving principles and practices; occupational hazards and safety practices necessary in the area of work assigned; principles and practices of underwater search and recovery techniques and basic diving physics.

Ability to:

Interpret, explain, and enforce relative laws, ordinances, regulations; prepare clear and concise reports; communicate clearly and concisely, both orally and in writing; establish and maintain effective relationships with persons and agencies concerned with the division; size up emergency situations and adopt a quick, effective courses of action; swim and/or operate water craft in adverse weather and surf conditions for extended periods of time; and meet department health and physical standards.

EDUCATION, EXPERIENCE AND LICENSING

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

Education & Experience

High school graduation, State of California accredited equivalency, or G.E.D.. Any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Licensing:

Possession of the following certificates will be required at time of application:

- San Diego Regional Lifeguard Academy's *Introduction to Open Water Lifeguarding* certificate in the last 24 months; or has worked at least a 1,000 hours in the last 24 months at a Southern California lifeguarding agency certified with the USLA as Advanced Open Water
- A valid Class "C" California Driver's License
- Cardiopulmonary Resuscitation (CPR) American Red Cross for the *Professional Rescuers and Health Care Providers*, or American Heart Association *BLS for Healthcare Providers*
- American Red Cross *Emergency Medical Response*, or a valid San Diego County *Emergency Medical Technician I*

Employees must requalify for these certificates as required to retain employment.

Applicants must at least 18 years of age upon hire.

PHYSICAL DEMANDS

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

Stay alert in all conditions; observe and locate beach and ocean users in need of help; and respond to persons and property in distress in order to rescue or render aid and medical assistance in the surf, open ocean, swiftwaters, underwater, on beaches, and the roadways.

Occasional strenuous physical work requiring strength and endurance with exposure to environmental conditions of significant risk. There are periods of relative inaction, which still require alertness followed by high activity levels.

Requires occasional lifting of objects weighing up to 175 lbs. combined with twisting, bending or working on uneven surfaces.

Uncorrected vision must not be worse than 20/40 in both eyes together, with acceptable color vision. Vision between 20/20 and 20/40 in both eyes must be corrected to 20/20 by glass or contact lenses. Hearing will also be tested for acceptable levels.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Ability to sit, stand, walk, run, swim, dive, jump, kneel, crouch, stoop, squat, crawl, twist, climb, and lift 175 lbs.; exposure to cold, heat, noise, outdoors, vibration, confining work space, chemicals, explosive materials, mechanical hazards, electrical hazards, and ability to travel to different sites and locations.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**City of Imperial Beach
POSITION DESCRIPTION**

Title:	Beach Lifeguard II	Job Number:	4030
Department:	Public Safety	Workers' Comp Number:	9420
Department:	Ocean/Beach Safety	Labor Group:	SEIU
Revised:	December 4, 2013	By Resolution No.:	2013-7433

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

GENERAL PURPOSE

Under general direction, to coordinate and supervise lifeguard operations; to handle various special projects and administrative tasks; guard a section of beach in the protection of life, prevention of accidents, and enforcement of City ordinances; performs aquatic and medical rescues; and performs other related work required.

SUPERVISION RECEIVED AND EXERCISED

Works under general direction of the Beach Lifeguard Sergeant and Lifeguard Captain. Supervises all activities of Beach Lifeguard I's.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Plan, assign and supervise the daily activities of subordinate lifeguards within the Lifeguard Division.
- Handle special administrative projects as assigned.
- Oversee all major beach and ocean related rescue operations until relieved by a supervisor.
- Inspect and supervise the maintenance of safety equipment, facilities, and supplies within the Lifeguard Division.
- Recommend, assure all lifeguarding services and administrative policies and procedures are instituted as methods of operation.
- Review and evaluate equipment and material needs.
- Attend lifeguard staff meetings.
- Review the work of and evaluate the performance of subordinates.
- Coordinate and lead training on lifesaving and emergency medical techniques, procedures, and drills.
- Coordinate lifeguard services with the activities of other governmental and public safety agencies.
- Maintain discipline of all Lifeguard I's; write, review and maintain necessary records, reports and logs.
- Perform the full range of duties of a lifeguard.
- Perform rescues and administer medical aid as needed.
- Patrol and take preventative actions and safety interventions.

- Operate specialized lifesaving equipment.
- Enforce and issue citations for City municipal codes.
- Subject to twenty four hour (24) emergency call.
- Completes other work as assigned.

Peripheral Duties:

- Perform the duties of subordinate lifeguard personnel as needed.
- Represent the Lifeguard Division at various lifesaving, medical aid, and water safety programs.
- Interpret and explain applicable codes, ordinances, regulation, policies and procedures to the public.
- Testify in court regarding matters of enforcement and litigation.
- Represent the Lifeguard Division and Department as a media spokesperson.
- May lead tours, or provide public education on the total scope of lifeguarding and related areas.
- Attend classes, conferences, and meetings to keep abreast of current trends in the lifesaving field.
- Coordinate activities with other supervisors of other City departments and exchange information with officers in other public safety agencies.

DESIRED MINIMUM QUALIFICATIONS

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

Knowledge of:

Knowledge of: principals of organization and management including personnel, records and reports, and public relations; all functions and duties performed by the division; modern principles, practices, and concepts of modern lifesaving techniques, boating safety, and equipment used; advanced medical aid and resuscitation methods and equipment operations; emergency medical system; pertinent federal, state, and local laws, codes; ocean conditions and patterns; beach, surf, and ocean hazards; safe driving principles and practices; occupational hazards and safety practices necessary in the area of work assigned; principles and practices of underwater search and recovery techniques and basic diving physics; and advance principles of supervision and training.

Ability to:

Ability to: plan, organize, direct, and supervise the activities of Beach/Ocean Division employees performing a variety of functions; interpret, explain, and enforce relative laws, ordinances, regulations, and basic law enforcement practices dealing with the laws of arrest, and search and seizures; prepare, review, maintain accurate and complete records; prepare clear and concise reports; communicate clearly and concisely, both orally and in writing before large public groups; represent the division of behalf of governing body in matters pertaining to ocean and beach development and operation; establish and maintain effective relationships with persons and agencies concerned with the division; maintain discipline and evaluate the performance of subordinate personnel; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; size up emergency situations and adopt a quick, effective courses of action; swim and/or operate water craft in

adverse weather and surf conditions for extended periods of time; and meet department health and physical standards.

EDUCATION, EXPERIENCE AND LICENSING

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

Education & Experience:

High school graduation, State of California accredited equivalency, or G.E.D.. Minimum of one-year full-time-equivalent (2,000 hours) progressively responsible experience as an ocean lifeguard, or any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Licensing:

Possession of the following certificates will be required at time of application:

- A valid Class "C" California Driver's License
- Cardiopulmonary Resuscitation (CPR) American Red Cross for the *Professional Rescuer and Healthcare Providers* or American Heart Association *BLS for Healthcare Providers*
- San Diego County Emergency Medical Technician I
- SCUBA - PADI Open Water Diver or NAUI Scuba Diver
- Miramar College Personal Watercraft (PWC) Operations

Highly desirable at the time of application, but must complete the four FEMA online courses and submit the certificates within six months after appointment to the position.

- Federal Emergency Management Agency (FEMA), online Independent Study Program – IS 100, IS 200, IS 700, and IS 800 - website is <https://training.fema.gov/IS/>

Within one year after hire, employees must satisfactorily complete the course and obtain certification in:

- Peace Officer Standards and Training (P.O.S.T.) - PC832 course on powers and procedures of arrest.
- Swift Water Rescue Technician I
- San Diego Regional Training Center - Supervisory Academy

Employees must re-qualify for these certificates as required to retain employment.

WORK PHYSICAL DEMANDS

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

Stay alert in all conditions; observe and locate beach and ocean users in need of help; and

respond to persons and property in distress in order to rescue or render aid and medical assistance in the surf, open ocean, swift waters, underwater, on beaches, and the roadways.

Occasional strenuous physical work requiring strength and endurance with exposure to environmental conditions of significant risk. There are periods of relative inaction which still require alertness followed by high activity levels. Requires occasional lifting of objects weighing up to 175 lbs. combined with twisting, bending or working on uneven surfaces.

Pass a comprehensive medical examination and drug screening prior to appointment. Uncorrected vision must not be worse than 20/40 in both eyes together, with acceptable color vision. Vision between 20/20 and 20/40 in both eyes must be corrected to 20/20 by glass or contact lenses. Hearing will also be tested for acceptable levels.

Pass a physical skills test involving physical strength, and swimming ability as a pre-employment and annual requirements.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential duties require the following physical skills and work environment:

Ability to sit, stand, walk, run, swim, dive, jump, kneel, crouch, stoop, squat, crawl, twist, climb, and lift 175 lbs.; exposure to cold, heat, noise, outdoors, vibration, confining work space, chemicals, explosive materials, mechanical hazards, electrical hazards, and ability to travel to different sites and locations.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**City of Imperial Beach
POSITION DESCRIPTION**

Title:	Beach Lifeguard Sergeant	Job Number:	8040
Department:	Public Safety	Workers' Comp Number:	9420
Division:	Ocean/Beach Safety	Labor Group:	SEIU
Revised:	December 4, 2013	By Resolution No.:	2013-7433

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

GENERAL PURPOSE

Under general direction, to coordinate and supervise lifeguard operations; to handle various special projects and administrative tasks; guard a section of beach in the protection of life, prevention of accidents, and enforcement of City ordinances; performs aquatic and medical rescues; and performs other related work required.

SUPERVISION RECEIVED AND EXERCISED

Works under general direction of the Lifeguard Captain. Supervises all activities of Beach Lifeguard I's and II's.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Plan, assign and supervise the daily activities of subordinate lifeguards within the Lifeguard Division.
- Handle special administrative projects as assigned.
- Establish work schedules and ensures appropriate beach staffing levels.
- Oversee all major beach and ocean related rescue operations until relieved by a supervisor.
- Supervise, inspect and ensure the proper maintenance of safety equipment, facilities, and supplies within the Lifeguard Division.
- Recommend, assure all life guarding services and administrative policies and procedures are instituted as methods of operation.
- Monitor budget expenditures and prepare preliminary budget request.
- Review and evaluate equipment and material needs.
Attend lifeguard staff meetings.
- Recommend selection, promotion, and discipline of personnel.
- Review the work of and evaluate the performance of subordinates.
- Assess and develop training programs.
- Coordinate and lead training on lifesaving and emergency medical techniques, procedures, and drills.
- Coordinate lifeguard services with the activities of other governmental and public safety agencies.
- Investigate complaints and incidents.

- Maintain discipline of all Lifeguard I's and II's: write, review and maintain necessary records, reports and logs.
- Perform the full range of duties of a lifeguard.
- Perform rescues and administer medical aid as needed.
- Patrol and take preventative actions and safety interventions.
- Operate specialized lifesaving equipment.
- Enforce and issue citations for City municipal codes.
- Subject to twenty four hour (24) emergency call.
- Completes other work as assigned.

Peripheral Duties:

- Perform the duties of subordinate lifeguard personnel as needed.
- Represent the Lifeguard Division at various lifesaving, medical aid, and water safety programs.
- Interpret and explain applicable codes, ordinances, regulation, policies and procedures to the public.
- Testify in court regarding matters of enforcement and litigation.
- Represent the Lifeguard Division and Department as a media spokesperson.
- Provide public education on the total scope of lifeguarding and related areas.
- Attend classes, conferences, and meetings to keep abreast of current trends in the lifesaving field.
- Coordinate activities with other supervisors of other City departments and exchange information with officers in other public safety agencies.

DESIRED MINIMUM QUALIFICATIONS

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

Knowledge of:

Principals of organization and management including personnel, budgetary, records and reports, and public relations; all functions and duties performed by the division; modern principles, practices, and concepts of modern lifesaving techniques, boating safety, and equipment used; advanced medical aid and resuscitation methods and equipment operations; emergency medical system; pertinent federal, state, and local laws, codes, and regulations; basic law enforcement practices dealing with the laws of arrest, and search and seizure; ocean conditions and patterns; beach, surf, and ocean hazards; safe driving principles and practices; occupational hazards and safety practices necessary in the area of work assigned; principles and practices of underwater search and recovery techniques and basic diving physics; and advance principles of supervision and training.

Ability to:

Plan, organize, direct, and supervise the activities of Beach/Ocean Division employees performing a variety of functions; interpret, explain, and enforce relative laws, ordinances, regulations, and basic law enforcement practices dealing with the laws of arrest, and search and seizures; prepare, review, maintain accurate and complete records; prepare clear and concise reports; communicate clearly and concisely, both orally and in writing before large public groups; represent the division of behalf of governing body in matters pertaining to ocean and

beach development and operation; establish and maintain effective relationships with persons and agencies concerned with the division; maintain discipline and evaluate the performance of subordinate personnel; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; size up emergency situations and adopt a quick, effective courses of action; swim and/or operate water craft in adverse weather and surf conditions for extended periods of time; and meet department health and physical standards.

EDUCATION, EXPERIENCE AND LICENSING

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

Education & Experience:

High school graduation, State of California accredited equivalency, or G.E.D. A Bachelor's Degree in Public or Business Administration or related field can substitute for one year full-time-equivalent (2,000 hours) supervisory experience

Two years of full-time-equivalent (4,000 hours) progressively responsible experience as an ocean lifeguard and one year full time equivalent (2,000 hours) of supervisory experience, or any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Licensing:

Possession of the following certificates will be required at time of application:

- A valid Class "C" California Driver's License
- Cardiopulmonary Resuscitation (CPR) American Red Cross for the *Professional Rescuer and Healthcare Providers* or American Heart Association *BLS for Health Care Providers*
- San Diego County Emergency Medical Technician I
- SCUBA - PADI Open Water Diver or NAUI Scuba Diver
- Miramar College Personal Watercraft (PWC) Operations

Highly desirable at the time of application, but must complete the four FEMA online courses and submit the certificates within six months after appointment to the position.

- Federal Emergency Management Agency (FEMA), online Independent Study Program – IS 100, IS 200, IS 700, and IS 800 - website is <https://training.fema.gov/IS>

Within one year after appointment, employees must satisfactorily complete the course and obtain certification in:

- Peace Officer Standards and Training (P.O.S.T.) - PC832 course on powers and procedures of arrest
- San Diego Regional Training Center - Supervisory Academy
- Swift Water Rescue Technician I

Employees must re-qualify for these certificates as required to retain employment.

WORK PHYSICAL DEMANDS

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

Stay alert in all conditions; observe and locate beach and ocean users in need of help; and respond to persons and property in distress in order to rescue or render aid and medical assistance in the surf, open ocean, swiftwaters, underwater, on beaches, and the roadways.

Occasional strenuous physical work requiring strength and endurance with exposure to environmental conditions of significant risk. There are periods of relative inaction which still require alertness followed by high activity levels. Requires occasional lifting of objects weighing up to 175 lbs. combined with twisting, bending or working on uneven surfaces.

Pass a comprehensive medical examination and drug screening prior to appointment. Uncorrected vision must not be worse than 20/40 in both eyes together, with acceptable color vision. Vision between 20/20 and 20/40 in both eyes must be corrected to 20/20 by glass or contact lenses. Hearing will also be tested for acceptable levels.

Pass a physical skills test involving physical strength, and swimming ability as a pre-employment and annual requirements.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Ability to sit, stand, walk, run, swim, dive, jump, kneel, crouch, stoop, squat, crawl, twist, climb, and lift 175 lbs.; exposure to cold, heat, noise, outdoors, vibration, confining work space, chemicals, explosive materials, mechanical hazards, electrical hazards, and ability to travel to different sites and locations.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**City of Imperial Beach
Position Description**

Title:	Lifeguard Captain	Job Number:	3050
Department:	Public Safety	Workers' Comp Number:	9420
Division:	Ocean/Beach Safety	Labor Group:	None/Management Professional
Revised:	December 4, 2013	By Reso. No.:	2013-7433

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

GENERAL PURPOSE

Responsible for daily operations of the Ocean/Beach Safety Division the Captain shall plan, organize, direct, and control all operations of the Division; and perform other related work required.

SUPERVISION RECEIVED AND EXERCISED

Works under administrative direction of the Public Safety Director. Supervises all activities of the Ocean/Beach Safety Division.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Plan, organize, direct, administer, and coordinate all phases of the Ocean/Beach Division.
- Review and recommend changes to policies and municipal ordinances relating to the Lifeguard Division.
- Review, formulate and direct the implementation of operational policies as methods of operation.
- Prepare and monitor the budgets for the lifeguard services.
- Develop proposals for capital improvement projects.
- Develop equipment replacement schedules; and controls expenditures.
- Recommend selection and promotion.
- Review the work of and evaluate the performance of subordinates; discipline; sets up guidelines for procedures for the training and scheduling personnel; review the performance of safety and rescue operation.
- Plan and direct the maintenance and repair of all boats, vehicles, equipment, and other work assignments.
- Write reports and correspondence; maintains records.
- Coordinate safety programs and special aquatic activities.
- Review the investigation of complaints and accidents; conducts fact finding inquiries of internal and external incidents; and conducts disciplinary hearings.
- Perform the full range of duties of a lifeguard.
- Perform rescues and administer medical aid as needed.
- Patrol and take preventative actions and safety interventions.

- Operate specialized lifesaving equipment.
- Enforce and issue citations for City municipal codes.
- Subject to twenty four hour emergency call; responds to emergencies when off duty; and completes other work assigned.

Peripheral Duties:

- Perform the duties of subordinate lifeguard personnel as needed.
- Provide liaison to the news media and other City departments, organizations, and agencies; represents the division at general meetings of the governing body and special meetings as required; meet with the public on issues and activities concerning Ocean/Beach Division operations.
- Coordinate the lifeguard operation with activities of other governmental and public safety agencies.
- Attend classes, conferences, and meetings to keep abreast of current trends in the lifesaving and public administration fields.

DESIRED MINIMUM QUALIFICATIONS

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

Knowledge of:

Principles of organization and management, including budgetary, personnel, and public relations practices; principles of administration, supervision, training, and evaluation; all functions and duties performed by the division; modern principles, practices, and concepts of modern lifesaving techniques, boating safety, and equipment used; advanced medical aid and resuscitation methods and equipment operations; pertinent federal, state, and local laws, codes, and regulations; ocean conditions and patterns; beach, surf, and ocean hazards; safe driving principles and practices; occupational hazards and safety practices necessary in the area of work assigned; modern office practices, methods and computer equipment; and principles and procedures of record keeping and reporting.

Ability to:

Plan, organize, and direct the activities of Beach/Ocean Division employees performing a variety of functions; interpret, explain, and enforce relative laws, ordinances, regulations, and basic law enforcement practices dealing with the laws of arrest, and search and seizures; prepare, review, maintain accurate and complete records; prepare clear and concise reports; communicate clearly and concisely, both orally and in writing before large public groups; represent the division of behalf of governing body in matters pertaining to ocean and beach development and operation; establish and maintain effective relationships with persons and agencies concerned with the division; maintain discipline and evaluate the performance of subordinate personnel; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; size up emergency situations and adopt a quick, effective courses of action; swim and/or operate water craft in adverse weather and surf conditions for extended periods of time; and meet department health and physical standards.

EDUCATION, EXPERIENCE AND LICENSING

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

Education & Experience:

High school graduation, State of California accredited equivalency, or G.E.D. A Bachelor's Degree in Public or Business Administration or related field can substitute for one year full-time-equivalent (2,000 hours) supervisory experience.

Three years of full-time-equivalent (6,000 hours) progressively responsible experience as an ocean lifeguard and two years of full-time-equivalent (4,000 hours) of supervisory experience, or any combination of training and/or experience that could likely provide the desired knowledge and abilities.

Licensing:

Possession of the following certificates will be required at time of application:

- A valid Class "C" California Driver's License
- Cardiopulmonary Resuscitation (CPR) American Red Cross for the *Professional Rescuer and Healthcare Providers* or American Heart Association *BLS for Health Care Providers*
- San Diego County *Emergency Medical Technician I*
- SCUBA - PADI Open Water Diver or NAUI Scuba Diver
- Miramar College Personal Watercraft (PWC) Operations
- Federal Emergency Management Agency (FEMA), online Independent Study Program – IS 100, IS 200, IS 700, and IS 800 - website is <https://training.fema.gov/IS/>
- Peace Officer Standards and Training (P.O.S.T.) - PC832 course on powers and procedures of arrest

Within one year after hire, employees must satisfactorily complete the course and obtain certification in:

- San Diego Regional Training Center - Supervisory Academy
- Swift Water Rescue Technician I

Employees must re-qualify for these certificates as required to retain employment.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

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

Stay alert in all conditions; observe and locate beach and ocean users in need of help; and respond to persons and property in distress in order to rescue or render aid and medical assistance in the surf, open ocean, swiftwaters, underwater, on beaches, and the roadways.

Occasional strenuous physical work requiring strength and endurance with exposure to environmental conditions of significant risk. There are periods of relative inaction which still require alertness followed by high activity levels. Requires occasional lifting of objects weighing up to 175 lbs. combined with twisting, bending or working on uneven surfaces.

Pass a comprehensive medical examination and drug screening prior to appointment. Uncorrected vision must not be worse than 20/40 in both eyes together, with acceptable color vision. Vision between 20/20 and 20/40 in both eyes must be corrected to 20/20 by glass or contact lenses. Hearing will also be tested for acceptable levels.

Pass a physical skills test involving physical strength, and swimming ability as a pre-employment and annual requirements.

Ability to sit, stand, walk, run, swim, dive, jump, kneel, crouch, stoop, squat, crawl, twist, climb, and lift 175 lbs.; exposure to cold, heat, noise, outdoors, vibration, confining work space, chemicals, explosive materials, mechanical hazards, electrical hazards, and ability to travel to different sites and locations.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**City of Imperial Beach
POSITION DESCRIPTION**

Title:	Firefighter/Paramedic Recruit	Job Number:	8085
Department:	Public Safety	Worker's Comp Number:	7706
Division:	Fire	Labor Group:	Fire Association
Date:	December 4, 2013	By Reso. No.:	2013-7433

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

GENERAL PURPOSE

Firefighter/Paramedic Recruit is the entry-level firefighter position in the City of Imperial Beach. This classification is solely for those engaged in the initial Fire Department Training Program, which consists of training conducted either through a formal Fire Recruit Academy setting, and/or a Fire Captain in a station environment. Under supervision, responds to fire, medical, rescue and other emergency calls for the protection of life and property; to render aid and lifesaving assistance; to participate in fire prevention and training activities; and to perform related work as required.

SUPERVISION RECEIVED AND EXERCISED

Works under the direct supervision of a Fire Training Officer, designees and the direct supervision of the Fire Company Officer. This position does not supervise.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

Firefighter/Paramedic Recruit is a classification characterized by assignment to fundamental firefighter training assignments for a training period of six months. During the training period the Recruit must gain a working understanding of firefighting, lifesaving and other emergency duties by participating in drills, engaging in academic studies, and being tested to determine proficiency in each. Firefighter/Paramedic Recruits perform some duties similar to, or the same as, Firefighter/Paramedics, but are distinguished from them in that they perform these duties under close supervision and guidance to learn to effectively function in the position of a Firefighter/Paramedic in accordance with applicable local, state and federal regulations and standards as practiced in the Imperial Beach Fire Department. Upon completion of the training program, it is anticipated that successful incumbents will advance to the first step in the classification of Firefighter/Paramedic.

A Firefighter/Paramedic Recruit with the City of Imperial Beach will be required to perform a wide variety of tasks. The following are representative of the duties performed by employees in this classification. Other duties may be required that are not specified below. Each individual in the classification does not necessarily perform all duties listed.

- Participates in academic studies, manipulative exercises, and skills-development drills to gain proficiency in the duties and responsibilities of a Firefighter/Paramedic and how they relate to emergency operations and preparedness
- Studies and completes homework assignments and physical conditioning
- Participates in various methods of evaluation of progress and development
- Assists with maintaining the fire station and equipment
- Participates in drills and training classes to assure proper state of emergency readiness.
- Engages in emergency and preparation activities, including:
 - Rescues of victims
 - Firefighting activities
 - Emergency medical services
 - Fire prevention activities
 - Apparatus and equipment operation
 - Community service.

DESIRED MINIMUM QUALIFICATIONS

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

1. Must be 21 years of age.
2. Must possess a valid California State Driver's License.
3. Must possess of a Candidate Physical Ability Test (CPAT) certificate issued within twelve months of the application deadline date.
4. Must possess and maintain EMTP accreditation with the County of San Diego EMS office as a condition of employment.
5. Must possess and maintain Advanced Cardiac Life Support Accreditation as a condition of employment.
6. Must successfully pass a thorough background investigation.
7. Must successfully pass medical and psychological examinations.
8. Must pass an initial employment drug screen, and submit to and pass random drug screens thereafter as a condition of continued employment.
9. Must be able to speak, read, and write the English language.
10. Must refrain from the use of any tobacco products at the time of appointment and on as a condition of employment.

NOTE: The above Minimum Qualifications may be modified in the announcement of a given examination.

Ability to:

The following abilities are typical of what will be required in the performance of duties associated with the Firefighter/Paramedic Recruit position, this list is not exhaustive.

- Comprehend, remember, interpret and apply written materials and instruction including material which may be complex and technical in nature.

- Follow oral and written instructions promptly and accurately.
- Communicate clearly both orally and in writing.
- Work and deal effectively and cooperatively with the public and to work as a member of an organized team.
- Use good judgment in emergency or critical situations.
- Remain calm and work effectively in stressful situations.
- Adapt to changes in work assignments and duties.
- Perform physical tasks that require coordination, strength, dexterity and stamina.
- Work at various heights, confined areas and low visibility conditions.
- Climb ladders, fences and other structures.
- Learn the use of specialized tools and equipment.
- Learn to understand and act in accordance with Imperial Beach Fire Department policies, rules and instructions.
- Learn to apply firefighting techniques and procedures.

TOOLS AND EQUIPMENT USED

- Fire apparatus
- Fire pumps
- Fire hoses
- Ladders
- Emergency medical equipment
- Firefighting and EMS training props
- Radios
- Pagers
- Personal Computers
- Telephones
- Other standard firefighting equipment

WORK ENVIRONMENT AND PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to stand; sit; walk; talk or hear; use hands to handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must frequently lift and/or move up to 100 pounds and occasionally heavier lifting. Specific vision abilities required by this job include close, distance, color, and peripheral vision, depth perception, and the ability to adjust focus.

Work is performed primarily in classroom, office, vehicle, and outdoor settings; in all weather conditions, including temperature extremes; during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to sirens and hazards associated with fighting fires and rendering emergency medical assistance, including infectious substances, smoke noxious odors, fumes, chemicals, liquid chemicals, solvents, and oils. The employee occasionally works near moving mechanical parts and in high, precarious places, as well as cramped, confined spaces, and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, radiation, risk of electrical shock, and

vibration. The noise level in the work environment is usually moderate, except during certain firefighting or EMS activities when noise levels may be loud.

Expected Behavior:

The incumbent is expected to embrace, support, and promote the Fire Department's values, beliefs, and culture, which include but are not limited to the following:

- High ethical standards
- Active participation in teamwork
- Strong safety principles and safety awareness
- Provide outstanding customer service to internal and external customers

These traits are not basic job requirements but are expected behavior and are subject to disciplinary actions.

**City of Imperial Beach
POSITION DESCRIPTION**

Title:	Firefighter/Paramedic	Job Number:	8090
Department:	Public Safety	Workers' Comp Number:	7706
Division:	Fire	Labor Group:	Fire Association
Revised:	December 4, 2013	By Reso. No.:	2013-7433

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

GENERAL PURPOSE

Under supervision, respond to fire, medical, rescues and other emergency calls for the protection of life and property; to render aid and lifesaving assistance; to participate in fire prevention and training activities; and to perform related work as required.

SUPERVISION RECEIVED EXERCISED

Works under the direct supervision of the Fire Company Officer. This position does not supervise.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Represent the working level firefighting crewmember.
- Incumbents generally operate hose at a fire scene, but may perform other duties upon order of the incident commander.
- The majority of the shift is spent in training for hazardous situations.
- Incumbents are called upon to work in potentially hazardous conditions when at the scene of an emergency.
- Upon approval of the Fire Chief, incumbents meeting the requirements for Fire Engineer may be required to perform the duties of Fire Engineer when the level of manpower so requires.
- Perform ancillary duties involving the administration of the fire department; these collateral duties may be in areas of fire prevention, public education, inspection, inventory, apparatus maintenance, training or other aspects of the fire suppression/prevention programs.
- Will render advanced life support under the supervision of a physician or registered nurse.
- Must use considerable initiative in the rescue and medical examination of victims, but must also operate within the strict constraints of established guidelines and instructions of medical personnel.
- Must maintain knowledge of the laws, ordinances and codes governing Paramedics.
- Diagnostic signs and treatments for injury and illness as describe in the State and County Scope of Practice Guidelines; medical supplies, pharmaceuticals and common prescription drugs.

Peripheral Duties:

- Respond to emergencies.
- Perform fire control activities and utilizes strategies in the areas of victim rescue, exposure tactics, ventilation, fire containment and extinguishment; fight structural, residential, commercial, industrial, chemical, petroleum, vehicle and wild land fires.
- Inspect and maintain nozzles, appliances, fittings, hydrants, fire extinguishers, hand and power tools, ropes, emergency lighting equipment, generators, rescue and first aid and related equipment, assist Fire Engineer inspect, clean, and maintain fire apparatus.
- Operate fuel oil pumps, building heating and cooling systems, cutting boring and sawing tools, lighting, lifting, and air moving equipment, various types of extinguishers, appliances, elevators, fire protection and escape systems, radio equipment and meters.
- Use a variety of tools, ropes, knots, ladders, life lines, belts and couples; reels, unreels and carry hoses.
- Connect nozzles and valve fittings; extend and reduce hose lines; lay single and multiple hose lines; lay hoses and operate hose streams above and below street level; rise, climb and work with extension ladder to make forcible entries.
- Receive and transmit alarms; control traffic; provide emergency care and treatment of fire and accident victims; lift, carry and transports victims; administer basic life support to victims of accidents and fires; render advanced life support as a Paramedic, examining victims, communicating vital medical data to medical personnel and administering medical treatment in accordance with established guidelines and the specific instruction of hospital medical personnel; assist the public in a wide variety of emergency calls involving illness and urgent situations.
- Conduct fire drills and demonstrate fire equipment; write fire alarm reports; interpret federal, state, local and department rules and regulations.
- Assist in the maintenance of the fire station and grounds.
- Perform a variety of collateral administrative work involving fire prevention and suppression programs.
- Engage in public information activities.
- Maintain inventories.
- Recommend purchase of fire fighting equipment, physical fitness apparatus and station appliances.
- Maintain physical fitness.
- Conduct fire prevention inspections of dwellings, public assemblies and commercial, industrial and government buildings.
- Identify common, special, structural and panic hazards; interpret fire and building codes; issue orders to comply with such codes; inspect and tests fire protection systems; examine the storage, handling and use of flammable and combustible liquids and other hazardous materials; make recommendations regarding the correction of hazards; assist in the prevention of fires.
- Responds to complaints and requests for information from the public.
- Operate City vehicles; and performs other related work as required.

DESIRED MINIMUM QUALIFICATIONS

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

Knowledge of:

Basic mathematics and mechanical relationships; simple record keeping methods; proper methods, materials, tools and equipment used in fire fighting general principles of fire suppression and prevention; basic Life Support techniques and equipment; appropriate safety precautions and procedures.

Ability to:

Read, understand and apply technical fire fighting materials and concepts; respond quickly to changing situations under emergency pressures; perform routine administrative functions. Perform Advanced Life Support functions; operate a vehicle observing legal and defensive driving practices; understand and carry out oral and written instructions establish and maintain effective relationships with those contacted in the course of work.

EDUCATION, EXPERIENCE AND LICENSING

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

Education & Experience:

Any combination of training, education and experience which demonstrates possession of the knowledge and abilities stated above and the ability to perform the duties of the position, or experience at or equivalent to the level of Probationary Firefighter in the City of Imperial Beach, from which the incumbent has acquired the knowledge and abilities listed above.

Licensing:

Must have a Candidate Physical Abilities Test (CPAT) Certificate dated within six (6) months of application for the position. Possession of a valid and appropriate California Driver's License for fire apparatus within one (1) year of employment;; possession of a California State Firefighter 1 certificate is required within one (1) year of employment; possession of a State Paramedic card with San Diego County Accreditation is required of Firefighter positions assigned as Firefighter/Paramedic; possession of Advanced Cardiac Life Support Accreditation is required of Firefighter positions assigned as Firefighter/Paramedic . Incumbents serving in the capacity of Fire Fighter/Paramedic must maintain their Paramedic License as a condition of employment.

PHYSICAL DEMANDS

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

Positions in this class perform work that involves the frequent lifting, pulling and/or pushing of 100 pounds with occasional heavier lifting, carrying, pushing or pulling; positions in this class require the ability to stand, climb, stoop, reach and bend; positions in this class require mobility of arms to reach and dexterity of hands to grasp and manipulate objects of heavy weight at high pressure; positions in this class require vision (which may be corrected) to read small print; incumbents may be required to work with harsh or toxic substances; incumbents may be required to wear protective apparel including goggles, face protectors, aprons, shoes and self-contained breathing apparatus; incumbents may be required to work at considerable heights; incumbents may be required to sustain physical exertion and/or to work in physically uncomfortable positions for prolonged periods; incumbents serving in the capacity of Firefighter/Paramedic must maintain their Paramedic certification as a condition of employment.

**City of Imperial Beach
POSITION DESCRIPTION**

Title:	Fire Engineer	Job Number:	8060
Department:	Public Safety	Worker's Comp Number:	7706
Division:	Fire	Labor Group:	Fire Association
Revised:	December 4, 2013	By Reso. No.:	2013-7433

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job

GENERAL PURPOSE

Under supervision, responds to fire, medical, rescue and other emergency calls for the protection of life and property; to have primary responsibility for the operation, use and routine maintenance of fire vehicles and pumping equipment utilized during fire fighting activities, to render aid and lifesaving assistance; to perform a full range of firefighter duties; and to perform related work as assigned

SUPERVISION RECEIVED AND EXERCISED

Works under the direct supervision of the Fire Company Officer. Supervises firefighter positions in the absence of the Fire Company Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Positions in this class drive and operate fire apparatus and hydraulic controls at a fire incident but may perform other duties upon order of the incident commander.
- Incumbents are expected to render aid and lifesaving assistance in the face of extreme conditions.
- Upon approval of the Fire Chief, incumbents meeting the requirements for Fire Captain may be required to perform the duties of Fire Captain when the level of staffing so requires.
- Each incumbent performs ancillary duties involving the administration of the fire department.
- These collateral duties may be in the areas of fire prevention, public education, inspection/code compliance, inventory control, training, or other aspects of the fire suppression/prevention programs.
- Some positions in this class may be designated as Paramedic. In such instances, additional training, certification, duties and responsibilities are required.

Peripheral Duties:

- Respond to emergencies; drive fire equipment to fires; operate a pumping apparatus engaged in boosting water pressure from street mains, or draft, through hose lines to nozzles; use hydraulic theory and mathematics to calculate correct pump pressure to

ensure required water pressure at the nozzles; assumes responsibility for operation of pumps; clean, washes and services equipment; inspect equipment and pump motors; clean and maintain hoses carried on equipment; places truck in appropriate position at the scene of a fire or in other emergencies calling for ladders or special equipment; perform a full range of firefighting duties; perform rescue and lifesaving work through the use of ladders and resuscitation equipment; estimates the heights and adjust equipment to ensure proper and safe operation.

- Conduct inspections of public assemblies and commercial, industrial or government buildings and other public establishments to secure compliance with codes and regulations pertaining to fire safety; issue orders to comply with codes; inspect and tests fire protection systems; examine the storage, handling and use of flammable liquids and other hazardous materials; make recommendations regarding correction of hazards; assist in the investigation of fires; respond to complaints and requests for information from the public.
- Assist in maintenance of the fire station and grounds; conduct daily inspection of condition and readiness of equipment; perform annual fire pump tests; flow tests hydrants.
- Study the geography of the City, location of fire hydrants and emergency medical methods.
- Administers emergency medical aid to victims of accidents and fires; operate lifting, hoisting, spreading and pulling equipment; operate foam and additive proportions.
- Assume charge of the engine company, when assigned, in the absence of the Fire Captain.
- Perform a variety of collateral administrative work involving fire prevention and suppression programs.
- Engages in public information activities; maintains inventories; recommends purchase of fire fighting and other equipment.
- Maintains physical fitness.
- Operate City vehicles; and performs related work as required.

DESIRED MINIMUM QUALIFICATIONS

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

Knowledge of:

Hydraulic principles related to fire fighting; knowledge of modern building construction; city geography and water systems; technical firefighting principles and techniques; basic mathematics and mechanical relationships; emergency medical aid; appropriate safety precautions and procedures.

Ability to:

Calculate hydraulic engineering problems under emergency conditions; drive fire apparatus safely; perform skilled firefighting duties; respond quickly to changing situations under emergency pressures; perform emergency medical aid at the EMT 1 D,C level; use tools and equipment used in fighting fires; perform mechanical work involved in maintaining the fire fighting and rescue vehicles, equipment and tools; understand and carry out oral and written

instructions; establish and maintain effective relationships with those contacted in the course of work.

EDUCATION, EXPERIENCE AND LICENSING

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

Education & Experience:

Any combination of training and experience which demonstrates the possession of knowledge, skills and abilities stated above and the ability to perform the duties of the position. A typical qualifying entrance background is experience as a Relief Engineer or Fire Engineer with a municipal fire department, and completion of 30 units of fire science curriculum course work including Driver Operator 1A and 1B, Fire Officer's Certificate and must have a minimum of four (4) years of experience as a paid member of a municipal fire department. An Associate's Degree in Fire Science or in a related field is highly desirable

Licensing:

Possession of appropriate California Driver's license for fire apparatus; possession of a California State Firefighter 1 and 2 Certificate is required; possession of a valid Emergency Medical Technician 1 Certificate is required. FEMA's IS 100 and IS 200 Certificates.

WORK PHYSICAL DEMANDS

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

Positions in this class perform work that involves the frequent lifting, pulling and/or pushing of 100 pounds with occasional heavier lifting, carrying, pushing or pulling; position in this class require the ability to stand, climb, stoop, reach and bend; positions in this class require mobility of arms to reach and dexterity of hands to grasp and manipulate objects of heavy weight at high pressure; positions in this class require vision (which may be corrected) to read small print; incumbents may be required to work with harsh or toxic substances; incumbents may be required to wear protective apparel including goggles, face protectors, aprons, shoes and self-contained breathing apparatus; incumbents may be required to work at considerable heights; incumbents may be required to sustain physical exertion and/or to work in physically uncomfortable positions for prolonged periods. .

City of Imperial Beach
POSITION DESCRIPTION

Title:	Fire Captain	Job Number:	8050
Department:	Public Safety	Workers' Comp Number:	7706
Division:	Fire	Labor Group:	Fire Association
Revised:	December 4, 2013	By Reso. No.:	2013-7433

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

GENERAL PURPOSE

Under general supervision, on an assigned shift, to schedule, lay out, monitor, supervise and participate in the activities of the engine company; to respond to fire, medical, rescue and other emergency calls for the protection of life and property; as assigned, to formulate and implement a fire technical instruction and training program; to conduct firefighting drills; conduct fire prevention inspections and other code compliance enforcement activities; and to perform related work as required.

SUPERVISION RECEIVED AND EXERCISED

Works under the direct supervision of the Public Safety Director/Fire Chief. Directly supervises fire engineer and firefighter positions.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Positions in this class are first-level supervisors of a fire company during a shift. As such, the Captain supervises the engine company, ensuring that training, facility maintenance and fire fighting proficiencies are maintained.
- At the scene of an emergency, the Captain assumes incident command when they are the first to arrive at scene.
- Incumbents have considerable latitude in selecting work methods.
- Work is reviewed upon the completion for final results in terms of company efficiency and effectiveness.
- Incumbents are expected to refer to the Fire Chief, matters which do not fit an established policy or procedure.
- Each incumbent performs assigned ancillary duties involving the administration of the fire department. These collateral duties may be in the areas of department administration, fire prevention, public education, inspection/code compliance, station/facility maintenance, fleet/equipment maintenance, inventory control, training or other aspects of the administration/suppression/prevention programs.
- Incumbents exercise full first-level supervision over other employees, making assignments, setting priorities, training and reviewing the work of subordinates.

- Incumbents are responsible to prepare performance evaluations, to process grievances at their level, to mentor employee development and to effectively recommend disciplinary action.

Peripheral Duties:

- Schedule, monitor and supervise a fire company; supervise, train and evaluate the performance of firefighting personnel; recommend personnel for selection of assignments and promotion; mentor and counsel employees; process informal and formal grievances; establish standards of performance; prepares performance evaluations; recommend commendations and discipline; prepare work schedules and work assignments; check and correct work in progress and upon completion.
- Respond to fire, medical and rescue emergencies; give detailed direction to personnel and personally assist in the work of extinguishing fires, mitigating hazards and in performing related life and property protection; maintain discipline on calls and in fire station quarters.
- Assign daily work to staff; record company activities in daily journal; prepare computer reports of company activities for review by the Public Safety Director/Fire Chief.
- Inspect personnel, apparatus, equipment, fire station and the individual's company quarters; manage, perform or assist in company inspections and code compliance enforcement; classroom instruction and in the preparation of sketches, charts and instructions for fire suppression purposes.
- Drill and instruct personnel in the use of hoses, nozzles, ladders and other portable fire fighting equipment; instruct personnel on the location of schools, public buildings and other target hazards and the methods of combating fires in such places, conforming with training and instructional work with department policy and procedures; arrange public information programs.
- Assign personnel to maintenance duties in and around company quarters.
- Attend fire officer's meetings.
- Maintain records and prepares reports.
- Maintain physical fitness.
- Utilize computer for various administrative tasks.
- Instructs assigned staff in work methods; participate fully in the work of crew/subordinate staff.
- Conduct studies and investigations, preparing reports of findings and recommendations.
- Operate City vehicles; and performs related work as required.

DESIRED MINIMUM QUALIFICATIONS

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

Knowledge of:

Modern fire suppression and prevention inspection principles, methods, practices and techniques; principles of personnel deployment, supervision and training; principles of hydraulics; principles of modern building construction; emergency medical techniques; city geography and water systems; computer based record keeping methods; English usage, grammar and composition; basic mathematical and mechanical relationships; Appropriate safety precautions and procedures;

Ability to:

Make sound decisions and direct fire personnel at the scene of an emergency; supervise, train and evaluate probationary to journey-level fire personnel; prepare and present concise written oral reports; plan, assign, supervise and direct the work of subordinates; maintain and modify filing systems; meet and interact with the public/private officials, the general public and City staff to mutually and effectively resolve problems; ; operate a vehicle observing legal and defensive driving practices; understand and carry out oral and written instructions requiring problem-solving and independent decision making; establish and maintain effective relationships with those contacted in the course of work.

EDUCATION, EXPERIENCE AND LICENSING

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

Education & Experience:

Any combination of training, education and experience which demonstrates the possession of knowledge, skills and abilities to perform the duties of the position. A typical qualifying entrance background is Out-of-Classification (OCA) supervisory-level experience at the fire company level; California State Fire Officer's Certificate; Associate's Degree in Fire Science or a closely related field; A Bachelor's Degree in Public Administration or related field is highly desirable.

Firefighters/Paramedics that are on the Engineer's Promotion List may participate in the Fire Captain's promotional process and must have a minimum of five (5) years experience as a paid member of a municipal fire department.

Licensing:

Possession of valid and appropriate California Driver's License for fire apparatus. Possession of a California State Fire Officer's Certificate. Possession of a California State Firefighter 1 and 2 Certificate. Possession of a valid Emergency Medical Technician 1 Certificate. FEMA's IS 100, IS 200, IS 700 and IS 800 Certificate's Completion the POST PC 832 Certificate within 12 months after appointment to the position

PHYSICAL DEMANDS

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

Positions in this class perform work that involves the frequent lifting, pulling and/or pushing of 100 pounds with occasional heavier lifting, carrying, pushing or pulling; position in this class require the ability to stand, climb, stoop, reach and bend; positions in this class require mobility of arms to reach and dexterity of hands to grasp and manipulate objects of heavy weight at high pressure; positions in this class require vision (which may be corrected) to read small print; incumbents may be required to work with harsh or toxic substances; incumbents may be required to wear protective apparel including goggles, face protectors, aprons, shoes and self-contained breathing apparatus; incumbents may be required to work at considerable heights; incumbents may be required to sustain physical exertion and/or to work in physically uncomfortable positions for prolonged periods.

**City of Imperial Beach
POSITION DESCRIPTION**

Title:	Firefighter/EMT (Part-time)	Job Number:	8082
Department:	Public Safety	Workers' Comp Number:	7706
Division:	Fire	Labor Group:	Fire Association
Revised:	December 4, 2013	By Reso. No.:	2013-7433

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

GENERAL PURPOSE

Under supervision, to respond to fire alarms and other emergency calls for the protection of life and property; to render aid and lifesaving assistance; to participate in fire prevention and training activities; and to perform related work as required.

SUPERVISION RECEIVED AND EXERCISED

Works under the direct supervision of the Fire Company Officer. This position does not supervise.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Positions in this class represent the working level firefighting crew.
- Incumbents generally support fire hose evolutions at a fire scene, but may perform other duties upon order of the incident commander.
- The majority of the shift is spent in training and responding to EMS incidents as a member of the Squad.
- Incumbents are called upon to work in overhaul and recovery operations when at the scene of an emergency.
- Perform ancillary duties involving the administration of the fire department. These collateral duties may be in areas of fire prevention, public education, inspection, inventory, apparatus maintenance, training or other aspects of the fire suppression/prevention programs.

Peripheral Duties:

- Respond in the Squad to emergencies.
- When directed by the Captain will assist in fire overhaul and recovery activities. ;
- Inspect and maintain first aid and related equipment.
- Assist Fire Engineer inspect, clean, and maintain fire apparatus.
- Provide emergency care and treatment of fire and accident victims; lifts, carries and transports victims; administers basic life support to victims of accidents and fires.,
- Assist the public in a wide variety of emergency calls involving illness and urgent situations.
- Assist in the maintenance of the fire station and grounds.

- Perform a variety of collateral administrative work involving fire prevention and community education programs; engages in public information activities.
- Maintain inventories.
- Maintain physical fitness.
- Assist in conducting fire prevention inspections of dwellings.
- Respond to complaints and requests for information from the public.
- Operate City vehicles; and performs other related work as required.

DESIRED MINIMUM QUALIFICATIONS

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

Knowledge of:

Basic mathematics and mechanical relationships; simple record keeping methods; proper methods, materials, tools and equipment used in fire fighting general principles of fire suppression and prevention; basic Life Support techniques and equipment; appropriate safety precautions and procedures.

Ability to:

Understand and apply basic fire fighting concepts; respond quickly to changing situations under emergency pressures; perform routine administrative functions. Perform Basic Life Support functions; operate a vehicle observing legal and defensive driving practices; understand and carry out oral and written instructions establish and maintain effective relationships with those contacted in the course of work.

EDUCATION, EXPERIENCE AND LICENSING

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

Education & Experience:

Any combination of training, education and experience which demonstrates possession of the knowledge and abilities stated above and the ability to perform the duties of the position, or experience at or equivalent to the level of Probationary Firefighter/EMT from which the incumbent has acquired the knowledge and abilities listed above.

Licensing:

Possession of a valid and appropriate California Driver's License ; possession of a valid CPR card; possession of a California State Firefighter 1 certificate is highly desirable; possession of certification as an Emergency Medical Technician 1 is required;

PHYSICAL DEMANDS

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

Positions in this class perform work that involves the frequent lifting, pulling and/or pushing of 100 pounds with occasional heavier lifting, carrying, pushing or pulling; positions in this class

require the ability to stand, climb, stoop, reach and bend; positions in this class require mobility of arms to reach and dexterity of hands to grasp and manipulate objects of heavy weight at high pressure; positions in this class require vision (which may be corrected) to read small print; incumbents may be required to work with harsh or toxic substances; incumbents may be required to wear protective apparel including goggles, face protectors, aprons, shoes and self-contained breathing apparatus; incumbents may be required to sustain physical exertion and/or to work in physically uncomfortable positions for prolonged periods;



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: DECEMBER 4, 2013
ORIGINATING DEPT.: CITY MANAGER
GREGORY WADE, ASSISTANT CITY MANAGER *GW*
SUBJECT: AMENDMENT 2 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) AND THE CITY OF IMPERIAL BEACH REGARDING THE REGIONAL BEACH SAND PROJECT II

EXECUTIVE SUMMARY:

Staff is seeking approval of Amendment 2 to the Memorandum of Understanding (the "MOU") between SANDAG and the City which provides for remedial measures associated with the Regional Beach Sand Project II. The MOU was last amended on June 5, 2013, at which time additional funds were provided for any necessary work and the term of the MOU was extended until December 31, 2013. This second amendment has been requested by SANDAG and would simply extend the termination date of the MOU until June 30, 2014, to allow for any necessary additional remedial work to be performed under the direction of SANDAG.

BACKGROUND:

The San Diego Association of Governments (SANDAG) completed the placement of approximately 450,000 cubic yards of sand in Imperial Beach on October 4, 2012 as part of the Regional Beach Sand Project II ("RBSP"). After the completion of the sand placement, there were concerns about water ponds formed as a result of seasonal high tides and higher waves that overtopped at the western edge of the beach and flowed across the sand. In response, temporary drainage swales were completed in early January shortly after the highest tides to rapidly dissipate water ponds.

At their meeting on January 23, 2013, the City Council approved a Memorandum of Understanding (MOU) between the City of Imperial Beach and SANDAG to provide City personnel, equipment and services when necessary to create swales to alleviate ponding on the beach between approximately Imperial Beach Blvd and Encanto Avenue during the months of January, February, and March of 2013. Pursuant to the MOU, the City performed this work at the request and direction of SANDAG under SANDAG's permits that were obtained for the RBSP II. Under the terms of the MOU, SANDAG was responsible for paying the City up to a maximum of \$30,000 total for any work done or for equipment rented by the City. The MOU was set to terminate on June 30, 2013.

On June 5, 2013, the City Council approved and authorized the execution of Amendment 1 to the MOU in which SANDAG allocated additional funds in the amount of \$20,000 for any necessary remedial work and to extend the termination date of the MOU until December 31, 2013.

ANALYSIS:

Currently, SANDAG has approximately \$23,700 in remaining funds that can be used under the terms of the MOU. Although no additional work has been required during the summer months, we are moving into a period of higher tides and the potential for storm and high surf conditions. As such, SANDAG has requested an Amendment 2 to the MOU be approved and executed to extend the termination date to June 30, 2014, which would allow for the ability to perform any additional work necessary under the terms of the MOU. Given the remaining funds available, there are no additional funds proposed to be allocated by SANDAG under this proposed amendment to the MOU.

ENVIRONMENTAL DETERMINATION:

A Draft Environmental Impact Report/Environmental Assessment (EIR/EA) was prepared for the project and circulated for public review with SANDAG as the state lead agency responsible for compliance with CEQA and the United States Army Corps of Engineers as the federal lead agency responsible for compliance with the National Environmental Policy Act of 1969 (NEPA). The Final EIR was approved by the SANDAG Board of Directors on May 27, 2011. The EIR/EA determined that no long-term significant impacts are expected to occur from implementation of the project for the City of Imperial Beach. Implementation of the activities provided for and described in the proposed MOU would fall within the scope of those assessed in the Final EIR.

FISCAL IMPACT:

SANDAG paid the City close to the maximum of \$30,000 provided for under the terms of the original MOU for work done and equipment rented by the City. Under Amendment 1 to the MOU, an additional \$20,000 was allocated for any additional work performed by the City through December 31, 2013, under the direction of SANDAG. Of the allocated funding, there is approximately \$23,700 available to be used to perform any additional work under the direction of SANDAG. All work performed by the City under the direction of SANDAG will be billed to SANDAG for the services provided.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment 2 to the MOU between SANDAG and the City of Imperial Beach.

Attachments:

1. Amendment 2 to the MOU

**AMENDMENT 2 TO
MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND THE CITY OF IMPERIAL BEACH**

SANDAG CONTRACT NUMBER 5004197

This Amendment No. 2 to SANDAG Contract Number 5004197 concerns a memorandum of understanding (MOU) by and between the San Diego Association of Governments (hereinafter referred to as "SANDAG"), 401 B Street, Suite 800, San Diego, California, and the City of Imperial Beach, 825 Imperial Beach Boulevard, Imperial Beach, California:

- A. Under the original MOU dated February 6, 2013, SANDAG manages remedial measures associated with the Regional Beach Sand Project II.
- B. This Amendment No. 2 is to modify the termination date . Nothing in this Amendment 2 is intended to relieve the parties of their obligations to perform as required by the MOU unless expressly stated herein.

NOW, THEREFORE, it is agreed as follows:

- 1. Section 9 of the MOU under the heading "PARTIES MUTUALLY AGREE" shall be amended to instead read as follows:

That unless it is amended by the parties in writing, this MOU shall terminate on June 30, 2014, or on such earlier or later date as the parties may agree to in writing.

- 2. All other provisions of said MOU not amended herein, shall remain in full force and effect.
- 3. This Amendment 2 may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original. This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, these parties have executed this Amendment 2 effective this _____ day of December, 2013.

SAN DIEGO ASSOCIATION
OF GOVERNMENTS

CITY OF IMPERIAL BEACH

GARY L. GALLEGOS
Executive Director

ANDY HALL
City Manager

APPROVED AS TO SUFFICIENCY
OF FORM AND LEGALITY:

APPROVED AS TO SUFFICIENCY
OF FORM AND LEGALITY:

Office of the General Counsel

City Attorney



AGENDA ITEM NO. 3.1

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: DECEMBER 4, 2013

ORIGINATING DEPT.: PUBLIC SAFETY *PS*

SUBJECT: INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2013-1142 OF THE CITY OF IMPERIAL BEACH, CALIFORNIA REPEALING CHAPTER 9.54 AND ADOPTING CHAPTER 9.54 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO HOUSE PARTIES AND CONSUMPTION OF ALCOHOL BY MINORS

EXECUTIVE SUMMARY:

City staff requests that the City Council introduce Ordinance No. 2013-1142 for first reading by title only to adopt new regulations for house parties and consumption of alcohol by minors. This action does not alter the intent of the current Social Host Ordinance, but provides changes needed to ensure that the Social Host Ordinance is more enforceable, and therefore effective as another tool to encourage adults to be responsible and ensure that young people are not exposed to the dangers associated with alcohol consumption. There is no fiscal impact or additional workload on the Sheriff's Department associated with this action.

BACKGROUND:

Public Safety recommended updating the language to the Imperial Beach Social Host Ordinance at the November 6, 2013 City Council Meeting. At that time, Council directed staff to return in December with additional information related to the differences between the existing and proposed Social Host Ordinances. Public Safety has been working to update the Social Host Ordinance for almost two years. The department does not anticipate any additional workload for law enforcement as a result of this action, since the Sheriff already responds to complaints associated with parties and noise, which often also involve alcohol, and might include alcohol being served to minors.

The recommended changes address a court decision that made the current Social Host Ordinance difficult to enforce. These changes will result in a Social Host Ordinance that does not change the intent of the current ordinance, but establishes a Social Host Ordinance which will be enforceable. This proposed ordinance will be consistent with those adopted by the rest of the cities within San Diego County, and like the current Social Host Ordinance, is meant to protect minors in Imperial Beach from the well documented dangers and abuses of alcohol consumption at a young age that lead to risky and dangerous behaviors. This includes driving under the influence, alcohol poisoning, risky sexual behavior, aggression and accidental injuries to themselves and others.

ANALYSIS:

City staff is recommending a full repeal and replacement of the Social Host Ordinance, therefore there is not a redline/strikeout version of the proposed ordinance. Attached to the staff report are copies of the current and proposed ordinance for reference purposes. The following information addresses the proposed changes to the Social Host Ordinance, and explains why these changes are now needed.

I. Comparison of Current and Proposed Ordinances

A. ENFORCEABILITY:

Enforceability – Current Ordinance

The City's current social host ordinance was adopted approximately ten years ago and can be interpreted to prohibit behavior on a strict liability basis. "Strict liability" means that a person could be criminally punished under the current ordinance for an act that the person did not know was taking place. In other words, there is not currently a clear and specific knowledge requirement and any landlord or property owner could theoretically be punished if the party occurred on premises owned by the person even if the landlord or property owner had no knowledge of the party.

Due to court rulings (made after IB's current ordinance was adopted) for similarly worded ordinances in other jurisdictions related to the perceived "strict liability" nature of the ordinance, many jurisdictions have changed or are changing their ordinances to include a "knowledge" component. For this reason, City staff believes it is prudent not to enforce the current ordinance.

Enforceability – Proposed Ordinance

The proposed new ordinance will make parents, and/or others owning or controlling property, liable under the law *only* if they know, or should know, that minors are consuming alcohol on the premises. This "knowledge" requirement is essential to the constitutionality, and thus the enforceability, of the ordinance. It also provides law enforcement with the most effective regulations to hold adults accountable for their responsibilities to protect minors from the dangers of alcohol consumption, and to provide effective enforcement when violations occur.

Having a knowledge requirement in the proposed ordinance serves to limit the number of people who can be held liable for violation of Chapter 9.54 to those who are, or should be, aware of the violation, thus eliminating any potential constitutional questions about the wording in the ordinance.

B. DRUG USE:

Drug Use – Current Ordinance vs. Proposed Ordinance

The current ordinance does not currently regulate the consumption of drugs by minors, but it mentions drug use in Section 9.54.010 "Purpose and Intent." Because the California Supreme

Court and other state courts have all but eliminated the authority of local governments to regulate controlled substance consumption, the proposed ordinance does not reference drugs at all in order to avoid confusion. A review of other local cities' ordinances reveals that they have limited their social host ordinances to cover alcohol consumption by minors on a host's property.

C. REASONABLE STEPS:

Reasonable Steps - Current and Proposed

The current ordinance does not provide guidance regarding how a social host may prevent underage drinking on the premises. The proposed ordinance (Section 9.54.030) sets out some suggested reasonable steps such as:

- controlling access to alcoholic beverages at the gathering;
- controlling the quantity of alcoholic beverages present at the gathering;
- verifying the age of persons attending the gathering by inspecting drivers' licenses or other government-issued identification cards to ensure that persons under the age of twenty-one (21) years do not consume alcoholic beverages while at the gathering; and
- supervising the activities of minors at the gathering.

D. SEVERABILITY:

Severability Clause - Current and Proposed

The current ordinance does not have a severability clause. A severability clause has been added to the proposed ordinance. A severability clause is used so that if a court strikes down one portion of an ordinance, the remaining portions of the ordinance can still be operative.

E. PENALTIES:

Penalties – Current and Proposed

The current ordinance only references enforcement via criminal citations. The proposed ordinance specifically references that enforcement may be any means available to the City under its Municipal Code such as criminal citations, civil penalties, nuisance abatement, civil actions, and administrative citations. The proposed ordinance also allows the Public Safety Director to determine the most effective means of enforcement based on available City staff and resources and does not appear to limit enforcement solely to the criminal court system as the current ordinance is written. Both ordinances provide for civil liability for enforcement services, rights to reimbursement for actual costs of enforcement services when law enforcement or code enforcement officers are called to a scene a second or subsequent time, and reserve the City's right to seek reimbursement for costs of enforcement through any legal remedies or procedures.

F. PRIMA FACIE EVIDENCE:

Prima Facie Evidence - Current and Proposed

The current ordinance does not have a prima facie evidence clause. Prima facie evidence means that if a person commits certain specified acts and certain specified circumstances exist, then it can be *assumed* a crime or other wrong has been committed by that person. This assumption is not absolute; it can be disproved or rebutted by contrary evidence presented by the person charged with an offense.

The proposed ordinance does have a prima facie evidence section. This prima facie evidence section provides that if a person is in control of the premises, and present at the time a minor possesses or consumes alcohol, then it is presumed that person had knowledge of the fact that underage drinking was occurring and is in violation of Chapter 9.54. The person will have the opportunity to disprove that presumption.

Having a section raising the presumption that persons in control of premises and present at the time a violation of the ordinance occurs will serve to give members of the public notice of what they are expected to do to avoid violating the ordinance and encourage them to take steps to avoid underage drinking.

G. DEFINITIONS:

Definitions

The proposed ordinance has added or refined some definitions for clarity and as an aid to law enforcement. The additions include: "Alcoholic beverage," "Enforcement services," "Gathering," (replacing "House party"), "Social Host."

II. Reasons to Adopt the Proposed Ordinance:

1. In order to ensure the enforceability of the ordinance and fulfill the purpose of preventing the adverse effects of alcohol on minors, it is essential that the prohibition of the ordinance be limited to citing individuals under the ordinance *only when they know or reasonably should know that minors on the premises are possessing or consuming alcohol.*
2. Other modifications, such as including guidance for adults in preventing alcohol consumption by minors and a provision for prima facie evidence of knowledge when adults are present on the premises, are also important to strengthen the enforceability of the ordinance by making its provisions and requirements less vague.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no fiscal impact associated with adoption of this ordinance.

RECOMMENDATION:

Staff recommends that the City Council consider public input, introduce and hold the first reading of Ordinance No. 2013-1142 by title only, waive further reading in full, and schedule the second reading and adoption of the Ordinance on January 15, 2014.

Attachments:

1. Ordinance No. 2013-1142
2. Current Imperial Beach Municipal Code Chapter 9.54

ORDINANCE NO. 2013 – 1142

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA REPEALING CHAPTER 9.54 AND ADOPTING CHAPTER 9.54 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO HOUSE PARTIES AND CONSUMPTION OF ALCOHOL BY MINORS

WHEREAS, it is necessary for the current Chapter 9.54 to be repealed and to be replaced with a new Chapter 9.54; and

WHEREAS, the City Council desires to have effective enforcement of regulations related to house parties and consumption of alcohol by minors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH ORDAINS AS FOLLOWS:

Section 1: Chapter 9.54 of the Imperial Beach Municipal Code is hereby repealed.

Section 2: Chapter 9.54 is hereby added to the Imperial Beach Municipal Code to read as follows:

“CHAPTER 9.54 HOUSE PARTIES

9.54.010. Purpose and Intent.

The City Council finds and determines that youth often obtain alcoholic beverages at parties or other gatherings held at private residences or at rented residential and commercial premises that are under the control of a person or persons who knows or should know of the illegal conduct and fails to stop it. The City Council further finds and determines that persons who will be held responsible for abetting or tolerating such conduct will be more likely to properly supervise or stop such parties or gatherings on property under their control. It is the purpose of this chapter to impose criminal liability on persons, who are aware, or should be aware, of the illegal conduct yet fail to prevent it. It is the further purpose of this chapter to impose civil liability for the recovery of the costs of enforcement services and to provide for the recovery of reasonable attorneys' fees in the event of litigation. Most importantly, it is the purpose of this chapter to curtail the consumption of alcohol by minors, in order to prevent the many adverse side effects of alcohol consumption by minors, including juvenile delinquency and victimization as well as adverse health effects.

9.54.020. Definitions.

Terms used in this chapter shall have the meaning given to them by state law except as expressly provided herein.

A. "Adult" means a person who is twenty-one (21) years of age or older.

B. "Alcoholic beverage" means any liquid, gas, or solid material intended to be ingested by a person, which contains ethanol, also known as ethyl alcohol, drinking alcohol, or alcohol, including but not limited to alcoholic beverages as defined in Section 23004 of the Business and Professions Code, and which contains one percent or more of alcohol by volume; any intoxicating liquor; any malt beverage, beer, wine, spirits, liqueur, whiskey, rum, vodka, cordials, gin, and brandy; and any mixture containing one or more alcoholic beverages. "Alcoholic beverage" includes a mixture of one or more alcoholic beverages whether found or ingested separately or as a mixture.

C. "Control" means any form of dominion including ownership, tenancy, or other possessory right.

D. "Enforcement services" means the salaries and benefits of police officers or other code enforcement personnel for the amount of time actually spent in responding to, or in remaining at, the gathering; the administrative costs attributable to the incident; the actual cost of any medical treatment to injured police officers or other code enforcement personnel; the cost of repairing any damaged city equipment or property; and the cost arising from the use of any damaged city equipment in responding to or remaining at the gathering.

E. "Gathering" means a party, gathering, or event, where a group of three or more persons have assembled or are assembling for a social occasion or social activity at a residence or premises.

F. "Minor" means a person under the age of twenty-one (21) years.

G. "Residence" or "premises" means a hotel or motel room, home, yard, acreage, apartment, condominium, other real property, or other dwelling unit, or a hall or meeting room, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or for a party or other social function, and whether owned, leased, rented, or used with or without compensation.

H. "Social host" means a person who permits or allows a gathering where one or more minors consume one or more alcoholic beverages on property owned or controlled by the person.

9.54.030. Person Owning or Having Control of Residence or Premises – Duties and Prohibitions.

A. It shall be the duty of any person having control of any residence or premises who hosts, permits, or allows a gathering to take place at said residence or premises to take all reasonable steps to prevent the consumption of alcoholic

beverages by any minor at the gathering. Whenever the person having control of the residence or premises either knows or should know a minor has consumed an alcoholic beverage at the residence or premises in violation of this chapter, it is presumed that the person had the ability to take all reasonable steps to prevent the consumption of an alcoholic beverage by a minor as set forth in subsection (B)(2) of this section; it is further presumed that the person has the ability to terminate the illegal conduct once it is, or should reasonably have been, discovered.

B. It shall be unlawful for any person who owns or has control of any residence or premises to allow a gathering to take place or continue at the residence or premises if:

1. At the gathering, any minor consumes any alcoholic beverage; and

2. The person knows or reasonably should know by taking all reasonable steps to prevent alcoholic beverage consumption by any minor, that a minor possesses or is consuming any alcoholic beverage at the gathering. Reasonable steps are:

(a) controlling access to alcoholic beverages at the gathering;

(b) controlling the quantity of alcoholic beverages present at the gathering;

(c) verifying the age of persons attending the gathering by inspecting drivers' licenses or other government-issued identification cards to ensure that persons under the age of twenty-one (21) years do not consume alcoholic beverages while at the gathering; and

(d) supervising the activities of minors at the gathering.

C. This section does not apply to any location or place regulated by the California Department of Alcoholic Beverage Control.

D. This section shall not apply to conduct involving the use of alcoholic beverages that occurs exclusively between a minor and his or her parent or legal guardian, as permitted by Article I, Section 4, of the California Constitution.

9.54.040. Consumption of Alcohol by Minor Prohibited.

Except as permitted by state law, it is unlawful for any minor to:

A. Consume at any public place or any place open to the public any alcoholic beverage; or

B. Consume at any place not open to the public any alcoholic beverage, unless in connection with the consumption of the alcoholic beverage that minor is being supervised by his or her parent or legal guardian.

9.54.050. Prima Facie Evidence.

Whenever a person having control of a residence or premises is present at that residence or premises at the time that a minor possesses or consumes any alcoholic beverage thereon, it shall be prima facie evidence that such person had the knowledge or should have had the knowledge specified in section 9.54.030(A) or section 9.54.030(B)(2) of this chapter. This section affects the burden of producing evidence.

9.54.060. Protected Activities.

The provisions of this chapter shall not apply to legally-protected religious activities or gatherings of family members with not more than two non-family members.

9.54.070. Civil Liability for Enforcement Services.

When a gathering prohibited by section 9.54.030 of this chapter occurs and a police officer or code enforcement officer is called to the scene, the person or persons having control of the residence or premises shall be liable for the cost of providing enforcement services during the second or a follow-up response by the police, after a first warning has been given to the person or persons having such control.

9.54.080. Reimbursement for Cost of Enforcement Services.

The actual cost of enforcement services described in section 9.54.070 of this chapter shall be deemed a debt owed to the city recoverable in a civil action, and shall be recoverable in a civil action, including reasonable attorneys' fees and costs.

9.54.090. Violations-Penalty/Reservation of Legal Options.

A. All means of enforcement authorized under this code may be used to address violations of this chapter, including, but not limited to: criminal actions, civil penalties, nuisance abatement, civil actions, and administrative citations. Violations of section 9.54.030 of this chapter may be charged as a misdemeanor in accordance with chapter 1.12 of this code and shall be punishable to the fullest extent of the law including a \$1,000 fine and/or six months in jail.

B. The City of Imperial Beach may further seek administrative fees and response costs associated with enforcement of section 9.54.030 through all remedies or procedures provided by statute, ordinance, or law.

C. The City of Imperial Beach does not waive its right to seek reimbursement for actual costs of enforcement services through other legal remedies or procedures. The procedure provided for in this chapter is in addition to any other statute, ordinance or law, civil or criminal. This chapter in no way limits the authority of peace officers or private citizens to make arrests for any criminal offense arising out of conduct regulated by this chapter.”

Section 3: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 4: The City Clerk is directed to prepare and have published a summary of this ordinance no less than five days prior to the consideration of its adoption and again within 15 days following adoption indicating votes cast.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Imperial Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code section 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 4th day of December 2013;

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 15th day of January 2014, by the following vote:

AYES:
NAYS:
ABSENT:

Jim Janney, Mayor

ATTEST:

CITY'S CURRENT ORDINANCE**Chapter 9.54. HOUSE PARTIES****9.54.010. Purpose and intent.**

The City Council finds and determines that youth often obtain alcoholic beverages or possess and use drugs at parties held at private residences or at rented residential and commercial premises which are under the control of an adult who knows or should know of the illegal conduct and fails to stop it. The City Council further finds and determines that adults who will be held responsible for abetting or tolerating such conduct will be more likely to properly supervise or stop such parties on property under their control. It is the purpose of this chapter to impose criminal liability on adults who control the property on which such parties occur who fail to properly supervise or stop them. It is the further purpose of this chapter to impose civil liability for the recovery of the costs of enforcement services and to provide for the recovery of reasonable attorneys' fees in the event of litigation. (Ord. 2003-1014 § 1, 2003)

9.54.020. Definitions.

Terms used in this chapter shall have the meaning given to them by State law except as expressly provided herein.

“Adult” means a person who is twenty-one years of age or older.

“Control” means any form of dominion including ownership, tenancy, or other possessory right.

“Enforcement services” mean the salaries and benefits of police officers or other code enforcement personnel for the amount of time actually spent in responding to, or in remaining at, the house party, and the administrative costs attributable to the incident; the actual cost of any medical treatment to injured police officers or other code enforcement personnel; and the cost of repairing any damaged City equipment or property; and the cost arising from the use of any damaged City equipment in responding to or remaining at the house party.

“House party” means a social gathering at a residence or premises.

“Minor” means a person under twenty-one years of age.

“Residence or premises” means a hotel or motel room, home, yard, apartment, condominium, or other dwelling unit, or a hall or meeting room, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or for a party or other social function, and whether owned, leased, rented, or used with or without compensation. (Ord. 2003-1014 § 1, 2003)

9.54.030. Consumption of alcohol by minors prohibited.

Except as permitted by State law, it is unlawful for any minor to:

A. Consume at any public place or any place open to the public any alcoholic beverage; or

B. Consume at any place not open to the public any alcoholic beverage, unless in connection with the consumption of the alcoholic beverage that minor is being supervised by his or her parent or legal guardian. (Ord. 2004-1019 § 1, 2004; Ord. 2003-1014 § 1, 2003)

9.54.040. Prohibition.

Except as permitted by Article 1, Section 4 of the California Constitution, it is unlawful for any person to permit, allow, or host a party, gathering, or event at his or her place of residence or other private property, place, or premises under his or her control where three or more minors are present and alcoholic beverages are being consumed by any minor.

A. This section shall not apply to conduct involving the use of alcoholic beverages, which occurs exclusively between a minor child and his or her parent or legal guardian.

B. This section shall not apply to any location or place regulated by the California Department of Alcohol and Beverage Control. (Ord. 2004-1019 § 2, 2004; Ord. 2003-1014 § 1, 2003)

9.54.050. Protected activities.

The provisions of this chapter shall not apply to legally protected religious activities. (Ord. 2004-1019 § 2, 2004; Ord. 2003-1014 § 1, 2003)

9.54.060. Criminal penalties.

Violations of this chapter may be charged as either an infraction or a misdemeanor in accordance with Chapter 1.12 of the Imperial Beach Municipal Code. (Ord. 2003-1014 § 1, 2003)

9.54.070. Civil liability for enforcement services.

When a house party prohibited by Section 9.54.030 and/or Section 9.54.040 of this chapter occurs and a police officer or code enforcement officer is called to the scene, the person(s) having control of the residence or premises shall be liable for the cost of providing enforcement services during the second and/or a follow-up response by the police, after a first warning to the person(s) having such control. If the person(s) having control of the residence or premises is a/are minor(s), then the parent(s) or guardian(s) of said minor(s) shall be liable for the cost of providing enforcement services during the second and/or follow-up response by the police. (Ord. 2004-1019 § 3, 2004; Ord. 2003-1014 § 1, 2003)

9.54.080. Reimbursement for cost of enforcement services.

The actual cost of enforcement services described in Section 9.54.070 shall be deemed a debt owed to the City recoverable in a civil action, and shall be recoverable in a civil action, including reasonable attorney fees and costs. (Ord. 2003-1014 § 1, 2003)

9.54.090. Reservation of legal options.

The City of Imperial Beach does not waive its right to seek reimbursement for actual costs of enforcement services through other legal remedies or procedures. The procedure provided for in this chapter is in addition to any other statute, ordinance or law, civil or criminal. This chapter in no way limits the authority of peace officers or private citizens to make arrests for any criminal offense arising out of conduct regulated by this chapter. (Ord. 2003-1014 § 1, 2003)



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: DECEMBER 4, 2013

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

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 2013-1141 AMENDING THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY OF IMPERIAL BEACH, TO INCLUDE AN ADDITIONAL 3% EMPLOYEE COST SHARING FOR CLASSIC LOCAL FIRE MEMBERS

EXECUTIVE SUMMARY:

Staff is recommending a second reading and adoption of Ordinance No. 2013-1141 by title only, amending the contract between the California Public Employees Retirement System (CalPERS) and the City of Imperial Beach to include an additional 3% employee cost sharing for classic local firefighter members.

BACKGROUND:

On November 6, 2013, City Council introduced first reading, by title only, of Ordinance No. 2013-1141 and adopted Resolution No. 2013-7415 giving notice of its intention to amend the contract between CalPERS and the City of Imperial Beach to include an additional 3% employee cost sharing for classic local firefighter members.

At their September 4, 2013 meeting, the City Council approved and adopted a Letter of Intent to enter into a Memorandum of Understanding (MOU) with the members of the Imperial Beach Firefighters' Association (IBFA). One of the approved changes in the adopted Letter of Intent is that the IBFA proactively offered to partner with the City in additional "pension reform" by having current firefighter employees contribute an additional 3% towards their retirement, for a total employee contribution of 12%. The firefighters agreed to pay the 12% employee contribution effective July 1, 2013, or the earliest possible implementation pursuant to the required CalPERS process for implementation.

ANALYSIS:

The City of Imperial Beach is a member of the CalPERS. In accordance with California Government Code Section 20516, the City is seeking to amend its CalPERS contract to include an additional 3% employee contribution for classic local firefighter members as a result of the Meet and Confer process. This additional 3% contribution will be in addition to the 9% employee contribution already being paid by the firefighter employees under this group, for a total of 12% employees' contribution. This proposed increase will be subject to and is pending review and approval by CalPERS.

In order to implement the provisions of the adopted Letter of Intent, the Council must amend the City's contract with CalPERS. The CalPERS contract amendment requires the Council to adopt a Resolution of Intention to approve an amendment to the current CalPERS contract and also to adopt an Ordinance authorizing an amendment to the contract. The Council considered the first reading of this Ordinance No. 2013-1141 and the approval of Resolution No. 2013-7415 on November 6, 2013, and its being presented with the final Ordinance (Second Reading) authorizing an amendment to contract at its regular meeting on December 4, 2013, consistent with CalPERS timeframes. An employee election was held immediately after adoption and approval of Resolution No. 2013-7415. The effective date of the contract amendment with CalPERS cannot be earlier than the first day of a payroll period following the effective date of the final Ordinance.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The fiscal impact associated with this action is as follows:

Category	Fiscal Year 2014	Fiscal Year 2015
Salaries & Fringe	\$ 45,176	\$ 85,622
Pension Pick-Up	\$-14,765	\$ -41,784
Total Impact	\$ 30,411	\$ 43,838

The total general fund cost impact over the two-year budget term is \$74,249. The approved Fiscal Year 2013-2015 Budget has sufficient funds to cover these costs.

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. Receive report and public input;
2. City Clerk to read title of Ordinance;
3. Motion to adopt Ordinance No. 2013-1141 by title only.

Attachments:

1. Ordinance No. 2013-1141
2. Exhibit 1 – Amendment to CalPERS Contract

ORDINANCE NO. 2013-1141

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, the City of Imperial Beach City Council adopted Resolution No. 2013-7415 on November 6, 2013, giving notice of its intention to amend the contract between California Public Employees' Retirement System and the City of Imperial Beach to include an additional 3% employee cost sharing for classic local fire members; and

WHEREAS, an amendment to the contract between the City Council of the City of Imperial Beach and the Board of Administration, California Public Employees' Retirement System is here hereby authorized, a copy of said amendment being attached hereto, marked "Exhibit 1," and by such reference made a part hereof as though set out herein in full; and

WHEREAS, the Mayor of the City of Imperial Beach is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City Council of the City of Imperial Beach;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Imperial Beach does ordain as follows:

1. The above-listed recitals are true and correct.
2. The Mayor of the City of Imperial Beach is hereby authorized to amend the contract between the City of Imperial Beach and the Board of Administration of the California Public Employees' Retirement System to include an additional 3% employee cost sharing for classic local fire members.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Imperial Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code Section 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 6th day of November 2013; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 4 day of December 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

APPROVED AS TO FORM:

JENNIFER M. LYON
CITY ATTORNEY



California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Imperial Beach



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective May 1, 1961, and witnessed March 14, 1961, and as amended effective April 12, 1973, March 8, 1985, June 28, 1990, September 6, 1990, January 10, 1991, July 1, 1991, March 6, 1992, June 9, 1994, May 20, 1995, December 19, 1996, February 12, 1998, July 6, 2001, May 12, 2006, January 7, 2007 and March 9, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 19 are hereby stricken from said contract as executed effective March 9, 2012, and hereby replaced by the following paragraphs numbered 1 through 19 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members entering membership in the miscellaneous classification on or prior to March 9, 2012, age 60 for local miscellaneous members entering membership for the first time in the miscellaneous classification after March 9, 2012, age 55 for local police members and age 50 for ocean beach lifeguards and local fire members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after May 1, 1961 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);

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- c. Ocean Beach Lifeguards (included as local safety members);
 - d. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service for those local miscellaneous members in employment prior to January 10, 1991 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
7. The percentage of final compensation to be provided for each year of credited prior and current service for those local miscellaneous members in employment on or after January 10, 1991 and not on or after May 12, 2006 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full), pursuant to Government Code Section 20515.
8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after May 12, 2006 and not entering membership for the first time in the miscellaneous classification after March 9, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full), pursuant to Government Code Section 20515.
9. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after March 9, 2012 shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full), pursuant to Government Code Section 20515.
10. The percentage of final compensation to be provided for each year of credited prior and current service as a local police member shall be determined in accordance with Section 21369 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).

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11. The percentage of final compensation to be provided for each year of credited prior and current service for those local fire members in employment prior to June 9, 1994 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Modified).
12. The percentage of final compensation to be provided for each year of credited prior and current service for those local fire members in employment on and after June 9, 1994 and not entering membership for the first time in the fire classification after March 9, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full), pursuant to Government Code Section 20515.
13. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after March 9, 2012 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full), pursuant to Government Code Section 20515.
14. The percentage of final compensation to be provided for each year of credited prior and current service for those ocean beach lifeguards in employment on and after December 19, 1996 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full), pursuant to Government Code Section 20515.
15. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members, local fire members and ocean beach lifeguards only.
 - b. Section 20361.3 (Assistant City Attorney as an Elective Officer). Legislation repealed said Section operative July 1, 1994.
 - c. Section 20042 (One-Year Final Compensation) for those local miscellaneous members, local fire members and ocean beach lifeguards entering membership on or prior to March 9, 2012.
 - d. Section 20515 (Full Formula Plus Social Security) for past and future service for local miscellaneous members in employment on and after January 10, 1991, for local fire members in employment on or after June 9, 1994, and for ocean beach lifeguards in employment on or after December 19, 1996. Legislation repealed said Section effective January 1, 2002.

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- e. Section 21024 (Military Service Credit as Public Service).
- f. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after March 9, 2012.

Section 21362 (2% @50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local fire members entering membership for the first time in the fire classification after March 9, 2012.

Section 20037 (Three-Year Final Compensation) is applicable to ocean beach lifeguards entering membership for the first time in the ocean beach lifeguard classification after March 9, 2012.

- g. Section 20516 (Employees Sharing Additional Cost):
3% for classic local fire members.
- 16. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
 - 17. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
 - 18. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

19. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF IMPERIAL BEACH

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: DECEMBER 4, 2013
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, ASSISTANT CITY MANAGER/ COMMUNITY DEVELOPMENT DIRECTOR
[Signature]
JIM NAKAGAWA, AICP, CITY PLANNER

SUBJECT: SECOND READING/ ADOPTION OF ORDINANCE NO. 2013-1140 THAT IMPLEMENTS COASTAL COMMISSION MODIFICATIONS TO THE IMPERIAL BEACH COMMERCIAL LOCAL COASTAL PROGRAM AMENDMENT (LCPA) / AND ZONING CODE AMENDMENT PROJECT. MF 935

EXECUTIVE SUMMARY:

Conduct Second Reading of and adopt Ordinance No. 2013-1140 that would implement the modifications stipulated by the Coastal Commission in order to have the Imperial Beach Commercial Local Coastal Program amendments effectively certified.

PROJECT DESCRIPTION/ BACKGROUND:

On November 20, 2013, the City Council conducted the First Reading of and Public Hearing for Ordinance No. 2013-1140 that would implement the modifications stipulated by the Coastal Commission in order for the Imperial Beach Commercial Local Coastal Program (LCP)/ Zoning Amendments to be effectively certified.

LOCAL COASTAL PROGRAM:

On November 20, 2013, the City Council adopted Resolution No. 2013-7410 that acknowledged receipt of the Commission's resolution of certification and adopted the suggested LCP modifications. The City would then submit its action to the Executive Director of the Coastal Commission, who determines in writing that the City Council's actions were legally adequate to satisfy the requirements of the Commission's certification order. The Commission's certification is final upon the date the Commission concurs with the Director's report of the City's acceptance of the suggested modifications per Coastal Commission Regulation (California Administrative Code Title 14 Division 5.5 Chapter 8 Subchapter 2 Article 13) Section 13544.5.

ENVIRONMENTAL INFORMATION:

The City of Imperial Beach as the Lead Agency certified the Final Program Environmental Impact Report (PEIR: SCH# 2011041048) in accordance with CEQA (California Environmental

Quality Act) for the General Plan/ Local Coastal Plan (LCP) and Commercial Zoning Amendments Project on August 1, 2012. Since the commercial zoning amendment would result in significant and inmitigable impacts, the City Council also adopted a statement of overriding considerations per CEQA Guidelines Section 15093 in order to approve this project.

FISCAL ANALYSIS:

On January 20, 2010, the City Council authorized a second contract amendment of \$50,000 to AECOM for requested additional scope of services for a total of \$339,759 of Redevelopment Agency (RDA) funds from Capital Improvement Program (CIP) budget Project Number R05-203. A third amendment of \$23,000 was authorized on April 21, 2010 to illustrate proposed development standards. This contract has now been concluded.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Declare the continued public hearing open;
2. Receive report and entertain testimony;
3. Close public hearing;
4. Mayor calls for the Second Reading of Ordinance No. 2013-1140 by title only that approves the modifications stipulated by the Coastal Commission for the Imperial Beach Commercial Local Coastal Program (LCP)/ Zoning Amendments;
5. City Clerk to read Ordinance 2013-1140 by title only;
6. Motion to waive further reading of Ordinance No. 2013-1140 and adopt Ordinance No. 2013-1140.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Attachments:

1. Ordinance No. 2013-1140
- C: file MF 935 Commercial Zoning Amendments
Diana Lilly, Coastal Planner, CA Coastal Commission - San Diego District, 7575 Metropolitan Dr. Ste. 103, San Diego, CA 92108-4402
Diana.Lilly@coastal.ca.gov Deborah.Lee@coastal.ca.gov
Susan McCabe, 122 Voyage Mall, Marina del Rey, CA 90292
smccabe@mccabeandcompany.net ablemker@mccabeandcompany.net
Marc R. Perlman, Vice President, Integral Communities, 2235 Encinitas Blvd, Ste 216, Encinitas, CA 92024 mperlman@integralcommunities.com

ORDINANCE NO. 2013-1140

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AMENDING ATTACHMENT 2 OF ORDINANCE NO. 2012-1130 THAT AMENDED TITLE 19 (ZONING) OF THE IMPERIAL BEACH MUNICIPAL CODE BY AMENDING THE PROVISIONS FOR THE C-1, C-2, AND C-3 COMMERCIAL ZONES AND AMENDING THE ZONING MAP FOR PROPERTIES DESIGNATED C-1 (GENERAL COMMERCIAL) IN THE PALM AVENUE STUDY AREA, C-2 (SEACOAST COMMERCIAL) IN THE OLD PALM AVENUE AND SEACOAST DRIVE STUDY AREAS, AND C-3 (NEIGHBORHOOD COMMERCIAL) IN THE 13TH STREET CORRIDOR STUDY AREAS AND AREAS ZONED R-1500 (HIGH DENSITY RESIDENTIAL) THAT WERE SUBJECT TO THE MU-1 (MIXED USE-1) OVERLAY DESIGNATION IN THE PALM AVENUE STUDY AREA AND THE MU-2 (MIXED USE-2) OVERLAY DESIGNATION IN THE SEACOAST DRIVE STUDY AREA TO SATISFY THE MODIFICATIONS STIPULATED BY THE COASTAL COMMISSION . MF 935.

WHEREAS, on August 15, 2012, the City Council of the City of Imperial Beach adopted Ordinance No. 2012-1130 (Zoning Code Amendment (ZCA) 100057) that amended the Zoning Ordinance and Zoning Map for properties designated C-1 (General Commercial) in the Palm Avenue study area, C-2 (Seacoast Commercial) in the Old Palm Avenue and Seacoast Drive study areas, and C-3 (Neighborhood Commercial) in the 13th Street Corridor study areas; and areas zoned R-1500 (High Density Residential) that were subject to the MU-1 (Mixed Use-1) overlay designation in the Palm Avenue study area and the MU-2 (Mixed Use-2) overlay designation in the Seacoast Drive study area; and

WHEREAS, the California Coastal Commission at its hearing on October 10, 2013 provisionally certified the LCP Land Use Plan (LUP) and Implementation Plan (IP) Amendment IMB-MAJ #2-12 subject to modifications as provided herein; and

WHEREAS, the City Council held duly noticed public hearings on November 20, 2013, and on December 4, 2013 to consider the adoption of the Coastal Commission's suggested modifications; and

WHEREAS, the City Council found the Commercial Zone changes to be consistent with General Plan Policies L-4f and L-6 that encourage visitor-serving and tourist-oriented commercial uses and found the amendment, therefore, to be externally consistent with the General Plan/ Local Coastal Plan pursuant to Government Code Section 65860 and the City Council finds the modifications to the Commercial Zone changes stipulated by the Coastal Commission to also be consistent with the General Plan/ Local Coastal Plan; and

WHEREAS, the City Council found that the Commercial Zoning Amendment promoted the local and regional goals for a walkable community, implemented SANDAG's Smart Growth policy to take advantage of existing infrastructure, reduce sprawl, provide for a more pedestrian environment, and eventually reduce greenhouse gases (GHG) to better adapt to if not mitigate the effects of global warming.; and

WHEREAS, in compliance with Section 15090 of the California Environmental Quality Act (CEQA) Guidelines, a Program Environmental Impact Report (PEIR) was certified on

August 1, 2013 for this project (SCH # 2011041048) prior to its approval in accordance with the requirements of CEQA, and

WHEREAS, the City Council finds that the certified PEIR remains adequate to address any environmental issues with regard to the modifications stipulated by the Coastal Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH DOES ORDAIN AS FOLLOWS:

SECTION 1: That the zoning amendments as provided in Attachment 2 of Ordinance No. 2012-1130 are hereby modified as follows:

[Proposed New and Amended Definitions]

19.04.400. Height, Measurement of

Height shall be measured from the average level of the highest and lowest point of that portion of the building site (at existing grade) covered by the building or structure to the highest point of the building or structure.

Active Commercial Uses

“Active commercial uses” mean commercial uses that are oriented along the street wall facing the main street at ground level. Active commercial uses shall be accessible to the general public, generate walk-in pedestrian clientele, or contribute to a high level of pedestrian activity. Property entrances will be oriented to the street, which will facilitate sidewalk traffic and active streets. Uses that generate pedestrian activity include retail shops, grocery stores, restaurants, bars, theaters and the performing arts, personal convenience services, hotels, banks, travel agencies, child care services, libraries, museums and galleries, and commercial recreation and entertainment.

Open Space, Common

“Common open space” means those usable outdoor spaces commonly accessible to all residents and users of the building for the purpose of passive or active recreation.

[Chapter 19.23 COMMERCIAL/MIXED-USE USE REGULATIONS]

Commercial Uses	C/MU-1	C/MU-2	C/MU-3	Notes
Liquor store	C	C	N	See definition
Hostel	C	C	N	See definition
Single-family detached	N	N*	N	*Only permitted in Seacoast Mixed-Use/ Residential Overlay Zone
Campsites	C	N	N	See definition

[Chapter 19.26. C/MU-1 GENERAL COMMERCIAL AND MIXED-USE ZONE]

19.26.020. Permitted uses.

A. Specified commercial, residential, light industrial, public and semi-public, green building utilities, and open space and recreation uses allowed in the C/MU-1 zone are listed in

Chapter 19.23, including those requiring a conditional use permit, and shall also comply with the following land use regulations:

1. For all buildings with frontage along Palm Avenue between 7th Street and Florida Street, including those with multiple-family dwelling units, "active commercial uses" as defined in Chapter 19.05 are required to be provided at a minimum of sixty percent of each building's ground floor square footage, have direct pedestrian access from the Palm Avenue sidewalk or a plaza, and have a minimum building depth of twenty-five feet. The remaining 40% must either be primarily related to the commercial use, such as parking, access, or other non-active commercial purpose or, if related to non-commercial use, must be designed either to encourage and promote pedestrian activity or to visually screen required on-site parking.

[Chapter 19.27. C/MU-2 SEACOAST COMMERCIAL AND MIXED-USE ZONE]

19.27.010. Purpose of zone.

The purpose of the C/MU-2 zone is to provide land to meet the demand for goods and services required primarily by the tourist population, as well as local residents who use the beach area. It is intended that the dominant type of commercial activity in the C/MU-2 zone will be visitor-serving retail such as specialty stores, surf shops, restaurants, and hotels and motels. Mixed-use and multiple family residences are also permitted in the C/MU-2 zone and in the Seacoast Mixed Use/Residential Overlay Zone. The development standards of the C/MU-2 zone encourage pedestrian activity through the design and location of building frontages and parking provisions.

19.27.020. Permitted uses.

A. Specified commercial, residential, light industrial, public and semi-public, green building utilities, and open space and recreation uses allowed in the C/MU-2 zone are listed in Chapter 19.23, including those requiring a conditional use permit, and shall also comply with the following land use regulations:

1. For all buildings with frontage along Seacoast Drive, including those with multiple-family dwelling units, "active commercial uses" as defined in Chapter 19.04 are required to be provided at a minimum sixty percent of each building's ground floor square footage and have direct pedestrian access from the Seacoast Drive sidewalk or a plaza. The remaining 40% must either be primarily related to the commercial use, such as parking, access, or other non-active commercial purpose or, if related to non-commercial use, must be designed either to encourage and promote pedestrian activity or to visually screen required on-site parking.

[...]

5. Multiple-family residential dwelling units are permitted at a maximum density of one unit per every one thousand five hundred gross square feet of lot area; or if located on the east side of Seacoast Drive or Palm Avenue, east of Seacoast Drive, residential dwelling units may be increased to a maximum density of one dwelling unit for each one thousand two hundred and ten gross square feet of lot area with approval of a conditional use permit by the City Council that demonstrates compliance with two or more of the following development incentives:

a. Project sites that are consolidated to a final size greater than twenty thousand square feet;

- b. Entire project achieves Leadership in Energy and Environmental Design (LEED) Green Building Rating System certification, a comparable green building certification, or can demonstrate the ability to achieve certification;
- c. Entire project provides a minimum of seventy-five percent "active commercial uses" on the ground floor;
- d. At least twenty-five percent of proposed residential units must be three-bedroom units;
- e. Provide an additional one hundred square feet of common open space or plaza space with minimum dimensions of six feet by ten feet;
- f. Dedicate a minimum of one foot of private property frontage to public use (creates a one-foot front setback dedicated to public use);
- g. Floors above first floor provide additional stepback of five feet beyond required stepback.

[19.27.040. Yards]

B. For properties within the Seacoast Mixed Use/Residential Overlay Zone, the setbacks shall be as required in Section 19.27.140(B); and, [...]

[19.27.070. Building Height.]

A. No building in the C/MU-2 (Seacoast Commercial) Zone shall exceed three stories or thirty feet in height, whichever is less, except as follows:

- 1. [...]
- 2. Properties east of Seacoast Drive shall have a height limit not to exceed three stories and thirty-five feet with approval of a conditional use permit that demonstrates compliance with the following:
 - a. Side yard setbacks and/or stepbacks have been incorporated into the project to protect street-end public views towards the ocean;
 - b. Two or more of the development incentives listed in Section 19.27.020(A)(5), and [...]

19.27.140. Seacoast Commercial Mixed-Use/Residential Overlay Zone.

The area located between Ocean Boulevard on the west, Ocean Lane on the east, and between Imperial Beach Boulevard on the south and Palm Avenue on the north is designated as the Seacoast Mixed-Use Residential Overlay Zone. The purpose of this transition zone is to allow for the gradual commercial expansion in an area which is generally used for residential purposes while preserving opportunities for the continuation of single-family residential uses.

A. The following uses shall be permitted in the Seacoast Mixed-Use/Residential Overlay Zone:

- 1. Single-family residential;
- 2. Short-term rentals as defined in Section 19.040.692 of this code; and
- 3. Any use listed in Chapter 19.27.020 as a permitted use in the C/MU-2 zone is a permitted use in the Seacoast Residential Overlay Zone.

19.48.035. Required spaces for Mixed-Use Projects in the C/MU-1, C/MU-2, and C/MU-3 zones.

19.48.050. Required spaces —for Stand-Alone Commercial and other uses.

[DESIGN GUIDELINES

Section 5.0 Ground Floor Uses and Street Level Design]

- 5.6 Public views towards the ocean from public vantages shall be protected and preserved through the use of setbacks and stepbacks.

Detailed design standards and criteria should be developed for the Seacoast area. The standards and criteria should provide specific direction as to the design quality and image desired by the community.

SECTION 2: That this ordinance shall only become effective upon the date the Coastal Commission concurs with the Executive Director's report of the City's acceptance of the suggested modifications and that the City Council's actions were legally adequate to satisfy the requirements of the Commission's certification order.

Appeal Process under the California Code of Civil Procedure (CCP): The time within which judicial review of a City Council decision must be sought is governed by Section 1094.6 of the CCP. A right to appeal a City Council decision is governed by CCP Section 1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

PROTEST PROVISION: The 90-day period in which any party may file a protest, pursuant to Government Code Section 66020, of the fees, dedications or exactions imposed on this development project begins on the date of the final decision.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 20th day of November, 2013; and **THEREAFTER ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, on the 4th day of December, 2013, by the following vote:

AYES:	COUNCILMEMBERS:	SPRIGGS, BILBRAY, BRAGG, PATTON, JANNEY
NOES:	COUNCILMEMBERS:	
ABSENT:	COUNCILMEMBERS:	

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

APPROVED AS TO FORM:

JENNIFER M. LYON
CITY ATTORNEY





AGENDA ITEM NO. 6.1

**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER 

MEETING DATE: DECEMBER 4, 2013

ORIGINATING DEPT.: GREGORY WADE, ASSISTANT CITY MANAGER 
ERIKA N. CORTEZ, HUMAN RESOURCES ANALYST 

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-7432 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 221

EXECUTIVE SUMMARY:

Staff is recommending that the City Council adopt Resolution No. 2013-7432 approving the MOU between the City and SEIU for Fiscal Years (FY) 2013-2015. The terms of the MOU being presented to City Council were agreed upon between the City's Labor Negotiation Team and SEIU during labor negotiations. These agreed upon terms were approved by the City Council on August 7, 2013 with approval of the Letter of Intent between the City and SEIU. The MOU before City Council codifies the terms previously approved in the Letter of Intent.

BACKGROUND:

The Memorandum of Understanding ("MOU") between the City and the employees in the City's Miscellaneous Classified Service ("bargaining unit") for FY 2011-2013 expired on June 30, 2013. The bargaining unit is formally represented by the Service Employees International Union Local 221 ("SEIU"), as the exclusive bargaining agent for the bargaining unit.

The City's Negotiation Team and representatives of the bargaining unit held "meet and confer" meetings in an effort to reach agreement on a new Memorandum of Understanding for the next two fiscal years. The City and the bargaining unit signed a Letter of Intent agreeing to the terms contained in the attached MOU and the City Council approved the Letter of Intent on August 7, 2013, implementing the terms agreed upon between the parties. The MOU before the City Council for approval codifies the terms previously approved and agreed upon between the parties.

ANALYSIS:

The changes from the previous MOU are as follows:

- 1.) The parties agree to a new MOU for the period of July 1, 2013 through June 30, 2015; and

- 2.) Effective July 1, 2013, all employees received a 3% cost of living adjustment applied to all classifications. Effective July 1, 2014, all employees will receive a 3% cost of living adjustment applied to all classifications; and
- 3.) Effective January 1, 2014, the City shall increase by \$25 from \$855 to \$880 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Effective January 1, 2015, the City shall increase by \$50 from \$880 to \$930 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits; and
- 4.) Article 1 will be added to the MOU related to recognition of the classifications represented by SEIU and the corresponding exhibit will be updated and revised. All references to part-time permanent employees will be deleted from the MOU; and
- 5.) All Articles in the MOU will be renumbered to reflect the addition of Article 1 described above, and the parties have agreed to clean up language throughout the MOU as stated in the tentative agreements included in Attachment 1 of the Letter of Intent; and
- 6.) If an appropriate City vehicle is not available, an employee may use their own vehicle to conduct City business with prior written authorization, provided the employee submits evidence of legally required automobile liability insurance. Employees will be reimbursed at the current IRS rate for the authorized use of their private vehicle. However, if a City owned vehicle is available and the employee chooses to use the employee's own vehicle, the employee will not receive mileage reimbursement. Employees will not receive mileage reimbursement for commute between the employee's home and work; and
- 7.) Language related to the normal work schedule for those employees participating in the Alternative 9/80 Work Schedule will be included in the MOU; and
- 8.) The Building/Housing Inspector (I or II) and Fire Safety Inspector (I or II) may be required to work alternative 9/80 closed Fridays providing building inspections. These inspections shall be scheduled not less than 24 hours in advance beginning at 7:30 a.m. in appropriate increments and shall not be scheduled past 11:30 a.m.; and
- 9.) For employees working the 9/80 alternative work schedule, when an observed holiday listed in the MOU falls on a dark Friday, employees will receive eight (8) hours of Holiday Bank time. An employee may accrue a maximum of 80 hours of Holiday Bank time. Once an employee has accrued the maximum allowable Holiday Bank time, the employee will earn no additional Holiday Bank time until the employee uses the Holiday Bank time sufficient to bring the employee below the maximum accrual. Any holiday bank hours beyond 80 hours shall be paid in the pay period incurred; and
- 10.) Employees shall receive 18 hours of floating holiday leave per fiscal year in the first pay period in July to be taken on a day mutually agreeable to the employee and the department head. Floating holidays will be prorated as follows for new employees:
 - a. A new employee with a hire date in July through December will receive eighteen (18) hours of floating holiday time in the fiscal year during which the employee is hired;
 - b. A new employee with a hire date in January and February will receive nine (9)

- hours of floating holiday time in the fiscal year during which the employee is hired;
- c. A new employee with a hire date in March and April will receive four and one-half (4.5) hours of floating holiday time in the fiscal year during which the employee is hired;
 - d. A new employee with a hire date in May and June will not receive any floating holiday leave in the fiscal year during which the employee is hired.

An employee may accrue a maximum of 18 hours of floating holiday leave each fiscal year. Once an employee has accrued the maximum allowable floating holiday leave, the employee will earn no additional floating holiday leave until the employee uses the floating holiday leave sufficient to bring the employee below the maximum accrual; and

- 11.) The Observed Holiday Furlough Schedule will be as follows:
 - a. 2013: December 26 & 30
 - b. 2014: December 29, 30, and January 2, 2015
 - c. 2015: December 28, 29 & 30; and
- 12.) The City shall issue all lifeguards the uniforms described in the Lifeguard Policy Manual. Lifeguards shall be responsible for cleaning and maintenance of uniforms. Issued uniform items will be replaced annually if necessary due to normal wear and tear. Old uniform items must be returned prior to being replaced. Lifeguards are responsible and must replace any issued uniform item that is stolen, lost, torn or damaged due to misuse. Employees must return all uniforms and protective gear prior to terminating employment with the City. The City shall reimburse all lifeguards, upon meeting the minimum hours worked per the Lifeguard Orientation Manual, one pair of safety sunglasses not to exceed \$90.00 per year per employee; and
- 13.) No smoking or use of tobacco is allowed in City buildings, within 20 feet of City doorways and windows, or in City vehicles; and
- 14.) The MOU will be updated to comply with the pension requirements pursuant to the Public Employees Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL); and
- 15.) A lifeguard employee in a temporary part-time position would be eligible for a step increase on July 1 of each year if they have completed 600 hours in the previous 12 months; and
- 16.) Only lifeguards that have worked for the City at least 400 hours are eligible for reimbursement for receiving their San Diego County Emergency Medical Technician (EMT) certificate. Such reimbursement may be up to, but shall not exceed \$900 per eligible employee, and shall be limited to costs incurred for tuition, testing fees, books and certification fees. Reimbursement requires prior approval of the Public Safety Director. EMT reimbursements shall not exceed \$3,600 per fiscal year, and will be paid on a first come, first serve basis; and
- 17.) Changes included in the baby bonding sideletter previously approved by City Council via Resolution No. 2012-7271; and

- 18.) Changes included in the catastrophic leave sideletter previously approved by City Council via Resolution No. 2012-7158.

The membership of the bargaining unit ratified the terms of the MOU on August 2, 2013.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The fiscal impact associated with this action is as follows:

Category	Fiscal Year 2014	Fiscal Year 2015*
Salaries & Fringe	\$91,257	\$185,251
Health Care	\$ 7,950	\$ 31,800
Total Impact	\$99,207	\$217,051

*Fiscal Year 2015 includes carrying forward the Fiscal Year 2014 costs.

The total general fund cost impact over the two-year budget term is \$316,258. The approved Fiscal Year 2013-2015 Budget has sufficient funds to cover these costs.

RECOMMENDATION:

That the City Council adopt Resolution No. 2013-7432 approving and adopting the MOU between the City and the members of the City's miscellaneous classified service/SEIU Local 221.

Attachments:

1. Resolution No. 2013-7432
2. SEIU MOU

RESOLUTION NO. 2013-7432

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/ SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221

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

WHEREAS, the employees in the City's Miscellaneous Classified Service (hereinafter, "bargaining unit") are formally represented by the Service Employees International Union Local 221 (hereinafter, "SEIU"), as the exclusive bargaining agent for the bargaining unit; and

WHEREAS, the Memorandum of Understanding ("MOU") between the City and SEIU for Fiscal Years 2011-2013 expired on June 30, 2013; and

WHEREAS, the parties held "meet and confer" sessions in an effort to reach an agreement on a new MOU; and

WHEREAS, the City's Labor Negotiating Team and SEIU tentatively agreed upon provisions for a new MOU for Fiscal Years 2013-2015; and

WHEREAS, Council approved a Letter of Intent to enter into an MOU with SEIU via Resolution 2013-7373 outlining the agreed upon provisions to be included in a successor MOU; and

WHEREAS, the MOU for Fiscal Years 2013-2015 has been ratified and approved by the membership of the SEIU; and

WHEREAS, upon approval of the Resolution by City Council, the MOU shall reflect the sole agreement of the parties and supersede all prior agreements whether written or oral.

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 MOU between the City and SEIU is hereby adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of December 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

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



MEMORANDUM OF UNDERSTANDING

Between

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

And

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

TERM:

July 1, 2013 – June 30, 2015

* * * * *

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Exhibits:

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

Preamble

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

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

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

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

This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a two-year (2) period commencing July 1, 2013, and ending June 30, 2015.

The CITY recognizes that the UNION is the sole and exclusive bargaining agent and representative of the CITY’S Miscellaneous Classified Service which are currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law.

Article 1.0 Recognition

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

Article 2.0 Management Rights

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

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

Article 3.0 Employee Rights

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

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

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

Article 4.0 Responsibilities of the Union

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

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

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

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

Article 5.0 Unfair Employee Relations Practices

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

2. It is agreed that it shall be an unfair employee relations practice for the UNION, its representatives, or members:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To refuse to meet and confer in good faith CITY officials on matters within the scope of representation.
 - c. To refuse to furnish the CITY in writing the names of its representatives, shop stewards and/or their alternates.

Article 6.0 Grievance Procedure

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

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

Article 7.0 Discharge or Other Disciplinary Action

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

It is agreed that all appeals relating to disciplinary action shall be submitted in writing to the CITY in accordance with Article IX – Disciplinary Procedure, of the City of Imperial Beach Personnel Rules, incorporated herein.

Article 8.0 General Provisions

1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the initial twelve (12) month probationary period. Such discharge shall not be subject to the Grievance Procedure or to the Discipline Procedure of the City of Imperial Beach Personnel Rules.
2. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the UNION by reason of age, sex, creed, color, national origin, UNION membership or non-UNION membership.
3. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of a Human Resources Department staff member. Access shall be scheduled at the convenience of the employee and the Human Resources Department. Copies of all materials to be included in personnel folders shall be provided to individual employees.
4. Visitation Rights: It is agreed that the authorized representatives of the UNION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this M.O.U. is being observed, to have access to the bulletin boards, and the right to be present at any meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hours operations or cause unnecessary loss of time to the CITY.
5. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the M.O.U. by attempting to contact the employee through the last address of record.
6. Supervisory Meetings: Any Supervisor covered by this agreement who is required to attend any meeting on CITY business either before or after scheduled work hours shall receive compensation exclusive of travel time.
7. Training Sessions: Employees may be required to attend training sessions necessary to job indoctrination, performance, supervision, workplace safety, and any other training deemed necessary by the CITY, which will be on CITY time.
8. New Employees: The CITY will provide the UNION President and UNION Field Representative with names and departments of newly hired employees.
9. Human Resources Department: Where questions arise as to the benefits employees may receive under the CITY's rules, the employee should direct those questions to the CITY's Human Resources Department.
10. Mileage Reimbursement: If an appropriate CITY owned vehicle is not available, the employee may use their own vehicle to conduct CITY business with prior written authorization from their immediate supervisor or the Human Resources Department. Prior to an employee using the employee's personal vehicle to conduct CITY business or for work-related travel, the employee must submit evidence to the Human Resources Department of automobile liability insurance required by the State of California. Employees shall be reimbursed at the current rate allowed by the Internal Revenue Service for the authorized use of their private vehicle on CITY business.

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

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

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

Article 9.0 Out-of-Classification Pay

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

Article 10.0 Hours of Work & Rest Periods

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

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

Public Works Employees: The normal work schedule for full-time employees participating in the Alternative 9/80 Work Schedule shall be nine and a half (9 ½) consecutive hours of work, exclusive of an unpaid thirty (30) minute lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws. In accordance with this 9/80 program, one work day (Friday) falling within each pay period will consist of eight and a half (8 ½) consecutive hours of work, exclusive of an unpaid thirty (30) minute lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws.

3. Sections 1 and 2 do not apply to the lifeguard employees' work schedule.
4. Alternative 9/80 Schedule: The CITY and the Union will continue to study the impact and feasibility of an alternate 9/80 workweek schedule subject to budget and operational constraints, approval of the City Council and vote of the Union membership. Ongoing implementation of program is subject to an annual review by City Council of program merits for continued consideration subject to operational and financial impacts.

5. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established workday and/or workweek for that class and department provided; however, that leave without pay shall not be considered to be work time.

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

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

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

7. Call-Back Overtime: An employee required to perform call-back overtime shall receive a minimum of not less than three (3) hours at one and one half (1-1/2) times his/her regular range for such call-back work, even if less service is required.
8. Stand-by Pay: An employee may be required to be on "stand-by" subject to emergency call-back overtime after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by pay shall have a communication device (i.e. cell phone, pager, etc.) issued by the authorized Department for the designated stand-by period. Employees authorized for stand-by pay shall be compensated at the following rates, as follows:
- a. For a normal work day stand-by shift, pay shall be two (2) hours per day.
 - b. For a normal weekend stand-by shift (Saturday or Sunday), pay shall be three (3) hours per day.
 - c. For a holiday stand-by shift observed in accordance with an employee M.O.U., pay shall be four (4) hours per day.

9. Building inspections on closed Fridays: The position of Building/Housing Inspector (I or II) and Fire Safety Inspector (I or II) may be required to work alternative 9/80 closed Fridays providing building inspections. These inspections shall be scheduled not less than 24 hours in advance beginning at 7:30 a.m. in appropriate increments and shall not be scheduled past 11:30 a.m. The position(s) providing these inspections shall work a minimum of three (3) hours (or up to five (5) hours as warranted by the number of inspections scheduled) performing inspections or office work to earn a minimum of three (3) hours of over-time or a maximum of five (5) hours of overtime. If no inspections are requested on a 9/80 closed Friday then no hours shall be worked. If all field inspection work is completed prior to the three-hour minimum, the employee shall have the option to work less than the three (3) hours (and be paid for actual over-time hours worked) or continue to work in the office to earn the minimum three-hours of overtime.

10. Travel Time: If an employee is required to attend an out-of-town event at the request of the department head, the employee's time spent traveling to and from the event will be counted as work time. Travel time is defined as time spent driving, or as a passenger, or time spent waiting to purchase a ticket, check baggage, or get on board. Time spent taking a break from travel in order to eat a meal, sleep, or engage in purely personal pursuits not connected with traveling or

making necessary travel connections will not be counted as time worked. Any travel time in excess of the normal working hours will be paid overtime if the employee works more than 40 hours in a workweek.

Article 11.0 Sick Leave and Industrial Accident Benefits

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

1. Sick Leave Accrual: Effective July 1, 2011, employees shall accrue sick leave with pay at the rate of 8.334 hours for each full month of service for a total of 100 hours for each full twelve (12) months of service. A maximum of 800 hours may be accumulated.
2. Sick Leave Permitted: Employees may use accrued sick leave with pay for absences necessitated as follows:
 - a. Illness, including contagious disease, or injury for the first fourteen (14) days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance.
 - b. Authorized absence for medical care and/or appointments for the first fourteen (14) days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance.
 - c. Death, illness, or injury of a member of the immediate family: parent, child, spouse or domestic partner. To be eligible for the domestic partner benefit, the employee must register their domestic partner with the State of California and provide proof to the CITY.
 - d. Bonding time after the birth or adoption of a child as specified in Section 3 below.
3. Sick Leave Usage for Family Bonding Time: Employees are permitted to use up to 132 hours of sick leave for bonding time after the birth or adoption of a child, in accordance with Federal or State laws, provided that the employee maintains a minimum sick leave balance of 44 sick leave hours after the use of the sick leave for bonding time.

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

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

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

Article 12.0 Holiday and Vacation Benefits

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

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

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

6. Vacation Accrual: Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules.
7. Holidays (Overtime Compensation): Employees required to work on holidays as enumerated in this agreement shall be compensated at a rate of two (2) times the regular salary in addition to the regular salary for the number of hours worked.

Article 13.0 Holiday Furlough Program

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

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

In an effort to minimize the financial impact of the Work Furlough on employees, the employees' bi-weekly pay shall be reduced by an amount reflecting the designated Work Furlough. The work furlough will continue until reduced or discontinued by the parties and will have no impact on employee benefits to the extent permitted by law.

2. Overtime during furlough period: Employees on furlough time who are subsequently called in to work will be paid callback in accordance with SEIU MOU Article 9.0, Section 5, Call-Back Overtime. Overtime will be paid in accordance with SEIU MOU Article 9.0, Section 4, Overtime, only for overtime worked outside the employees' normal work shift.
3. Employees who, through no fault of their own, are not allowed to take their furlough hours within the fiscal year will have the remaining hours carried over for use during the next fiscal year. To be eligible for the carryover, employees must demonstrate that they have made every effort to use their allotted furlough hours.
4. Furlough hours will be prorated for new hires, and those temporary part-time employees that work a consistent bi-weekly work schedule on an annual basis who want to participate in the program.
5. The CITY will make every effort to notify employees of furlough scheduling by August 1st. In cases where decisions relating to who within a classification will work during the furlough period, seniority should not be the sole determining factor. Consideration should be given to employee preferences, equity, etc.

Observed Holiday Furlough Schedule:

2013: December 26 & 30

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

2015: December 28, 29 & 30

6. Employees scheduled to be off during the furlough period, who are called in to work due to operational necessity, will have the appropriate number of hours of furlough leave credited to their furlough leave bank.
7. Employees scheduled to be off during the furlough period who, at that time, do not have adequate furlough leave hours, will be required to use vacation or floating holiday leave or compensatory time. Sick leave will not be approved to offset furlough leave hours during the furlough period. If there are not sufficient hours in the aforementioned categories, the time will be recorded as Leave Without Pay.

Article 14.0 Insurance Benefits

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

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

1. Cafeteria Plan and Allotment:

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

Represented full-time employees will be eligible to participate in any CITY sponsored group dental plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions. An EMPLOYEE who elects to be covered under the CITY'S medical health insurance plan, must select single employee coverage under the CITY'S dental care provider. This selection is also required to be eligible to take advantage of the CITY'S Flexible Spending Accounts (FSAs) for Health Care and Dependent Care. This selection will ensure that no Third Party Administrator (TPA) administrative costs are associated with EMPLOYEE's participation as described under Section 3, Subpart C of this Article.

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

EMPLOYEES hired prior to July 1, 2011, who elect not to be covered under the CITY'S medical health insurance plan, may cash out as a taxable cash benefit a maximum of \$400 per month. Those EMPLOYEES who elect not to be covered under the CITY'S medical health insurance plan must demonstrate proof of alternative medical and dental insurance (i.e. spouse coverage).

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

2. Health, Dental and Vision Payroll Deductions Treated as Pre-Tax: All payroll deductions for health, dental care and vision are treated by the CITY on a pre-tax basis in order for the CITY to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be to the EMPLOYEE as taxable income.
3. Flexible Spending Accounts (FSA) for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Service's Code, are offered to all represented employees. An EMPLOYEE may elect to budget by salary

reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

a. Health and Welfare FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$2,500 per plan year to pay for eligible health and welfare expenses. Employees may receive eligible services and submit claims for reimbursement during a 15-month period, from January 1 thru March 15 of the following year. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the CITY. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the CITY.

b. Dependent Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. Employees may receive eligible services and submit claims for reimbursement during a 15-month period from January 1 through March 15 of the following year. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the CITY Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the CITY. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the CITY.

c. FSA Administration

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

4. Short Term Disability (STD) and Long Term Disability (LTD):

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

5. State Disability Insurance:

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

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

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

7. Voluntary Life Insurance Program

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

8. Enrollment and Election:

Election under the CITY'S Cafeteria Benefit Plan shall take effect on the first of the month following 30 days after approval of the request and/or eligibility for health insurance. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

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

- a. At the next open enrollment
- b. Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the CITY Human Resources Department via approved and completed enrollment forms.
- c. As allowed under any federal or state regulations.
- d. The CITY shall not be liable for any medical costs resulting to the employee as part of this election.

9. Seasonal Employees Benefit:

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

10. Health Insurance Committee

The Health Insurance Committee was established for the purpose of investigating and reviewing health related matters and all insurance options, including health, life, disability, etc. The Health Insurance Committee will continue to meet as necessary. Matters subject to the duty to bargain may be discussed, however, the Health Insurance Committee shall not have the authority to add to, amend, or modify this Agreement. The CITY and SEIU may reopen negotiations during the term of this MOU to consider changes to matters investigated and reviewed by the Insurance Committee if agreed to by both parties.

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

Article 15.0 Uniforms

1. The CITY shall assume full cost for the rental and cleaning of uniforms when required by the Department of Public Works. CITY shall issue to all designated employees five (5) work t-shirts per year per employee at no cost to employee.
2. The CITY shall reimburse designated employees an amount not to exceed \$150.00 per employee per fiscal year for safety shoes.
3. The CITY shall issue all lifeguards the uniforms described in the Lifeguard Policy Manual. Lifeguards shall be responsible for cleaning and maintenance of uniforms. The CITY shall make available for lifeguard use the following: sun screen, pocket mask (CPR), extra thick gloves (rubber), wet suits for winter guards, and jacket. Issued uniform items will be replaced annually if necessary due to normal wear and tear. Old uniform items must be returned prior to being replaced. Lifeguards are responsible and must replace any issued uniform item that is stolen, lost, torn or damaged due to misuse. Expected life of a jacket is three seasons. If jacket is lost, stolen, or abused the lifeguard must purchase a new one. EMPLOYEES must return all uniforms and protective gear prior to terminating employment with the CITY.

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

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

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

Article 16.0 Salaries

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

- a. Miscellaneous Employees:

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

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

b. Lifeguards:

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

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

Article 17.0 Retirement Benefits

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

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

a. Employee Contributions:

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

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

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

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

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

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

a. Miscellaneous: The CalPERS formula for employees hired on or after March 9, 2012 through December 31, 2012, shall be 2% at 60 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire portion of the CalPERS retirement contribution.

b. Lifeguards: The CalPERS formula for employees hired on or after March 9, 2012 through December 31, 2012, shall be 2% at 50 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire employee portion of the CalPERS retirement contribution.

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

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

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

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

Article 18.0 Re-negotiation

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

Article 19.0 Implementation

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

Article 20.0 Emergency

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

Article 21.0 Savings Clause

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

Article 22.0 Agreement Review

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

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

Article 23.0 Safety Program

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

Article 24.0 Smoking

No smoking or use of tobacco is allowed in CITY buildings, within twenty feet (20') of CITY doorways and windows, or in CITY vehicles.

Article 25.0 Educational Benefits

1. The CITY shall maintain a program providing for the partial refund of tuition and fees for all job related classes or training. The CITY agrees to pay up to \$1,000 per employee per fiscal year for fees, books, and/or tuition for such classes. Classes would require prior approval of the department head and subject to established criteria for reimbursement approval through administrative policy by City Manager, effective July 1, 2001. The educational benefit is designed to reimburse representative employees for fees, books, tuition, software, and valid parking fees (associated with the course only) upon conclusion of each individual course.
2. The CITY shall conduct at least three (3) lifeguard training events per summer session. Employees shall be paid to attend mandatory lifeguard training sessions.
3. The CITY shall reimburse lifeguards whom, while at the service to the CITY, successfully complete training and receive a certificate as a San Diego County Emergency Medical Technician (EMT). Only lifeguards that have worked for the CITY at least 400 hours are eligible for EMT reimbursement. Such reimbursement may be up to, but shall not exceed \$900 per eligible employee, and shall be limited to costs incurred for tuition, testing fees, books, and certification fees. Reimbursement requires prior approval of the Public Safety Director. EMT reimbursements shall not exceed \$3,600 per fiscal year, and will be paid on a first come, first serve basis. If any lifeguard who has been the recipient of the above reimbursement should leave the lifeguard service before completing three (3) seasons after being reimbursed, he/she shall refund the full reimbursement to the CITY.

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

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

Article 26.0 Employee Assistance Program

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

Article 27.0 Service Fee

I. Implementation

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

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

II. Service Fee Complaint Procedure

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

In the event that it is determined pursuant to this procedure that such non-member is a member of a religion or body pursuant to this Section, he or she may designate a charitable fund exempt from taxation under Section 501, Paragraph C, Subsection 3 of the Internal Revenue Code chosen from the following:

Muscular Dystrophy
United Way
American Cancer Society
American Red Cross

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

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

Article 28.0 Labor Management Committee

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

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

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

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

Article 29.0 Term

The term of this Memorandum shall be for a two (2) year period commencing July 1, 2013, and ending June 30, 2015.

Article 30.0 Catastrophic Leave

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, sick leave or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 20 hours of sick leave, and up to a combined total of 40 hours of vacation, floating holiday, compensatory time and sick leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

Article 31.0 Payroll Policies

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

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

Article 32.0 Strikes and other Concerted Activities

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

IN WITNESS WHEREOF, the parties hereto have executed this M.O.U. on the 4th day of
December 2013.

CITY OF IMPERIAL BEACH

Signature on file

Andy Hall
City Manager

Signature on file

Gregory Wade
Assistant City Manager

Signature on file

Tom Clark
Public Safety Director/Fire Chief

Signature on
file

Erika N. Cortez
Human Resources Analyst

Signature on file

Jessica Falk Michelli
Lead Negotiator/Deputy City Attorney

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 221**

Signature on file

David Garcias
President
SEIU, Local 221

Signature on file

Mike Murphy
Imperial Beach SEIU President

Signature on file

Jesús Gonzales
Imperial Beach SEIU Vice President

Signature on file

Kristine Weismann
Imperial Beach SEIU Secretary

Signature on file

Art Ayala
Imperial Beach SEIU Treasurer

Exhibit "A"

FY 2013-2015

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

ADMINISTRATIVE, CLERICAL AND FINANCE GROUP

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

MAINTENANCE GROUP

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

PROFESSIONAL, SERVICE, AND TECHNICAL GROUP

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

20. Residential Fire/Safety Inspector
21. Senior Planner

PUBLIC SAFETY GROUP

1. Beach Lifeguard II
2. Beach Lifeguard I

SUPERVISORY GROUP

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



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: DECEMBER 4, 2013
ORIGINATING DEPT.: PUBLIC WORKS *AH*
SUBJECT: RESOLUTION NO. 2013-7430 AWARDED A CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES

EXECUTIVE SUMMARY:

This resolution will award a contract for landscape maintenance services in City parks and landscaped roadways for three years with a possible 2-year extension with approval of City Council. On October 2, 2013, City Council adopted a resolution authorizing the City Manager to enter into a three-month agreement with Aztec Landscape, Inc. for landscape maintenance in City parks and landscaped roadways. This new contract award will commence at the conclusion of the 3-month contact award with Aztec Landscape, Inc. – January 1, 2014

BACKGROUND:

As noted in Resolution 2013-7401 adopted October 2, 2013, the State Department of Corrections for Inmate Community Work Crew Services for landscape maintenance services was not renewed at the end of the contract period – September 30, 2013. Resolution No. 2013-7401 authorized the City Manager to enter into a 3-month (October through December) landscape maintenance services agreement with Aztec Landscape, Inc. for maintenance on the following public areas:

- Elm Avenue / Encina Avenue between 9th Street and Mar Vista High School
- Sports Park
- Teeple Park
- Palm Avenue (Seacoast Drive to Delaware Avenue)
- Marina Vista Center
- Veterans Park;
- Civic Center Complex; and
- Reama Park

In October, 2013, staff prepared a request for proposals (RFP) to perform landscape maintenance services beginning January 1, 2014 on the following public areas:

- Teeple Park;
- Reama Park;
- Veterans Park;
- Elm Avenue / Encina Avenue (9th to 5th Streets);
- Palm Avenue (Delaware Street to Seacoast Drive);
- Marina Vista Center; and
- City Hall Complex.

The RFP was drafted as a three (3) year contract with the option of extending the Agreement two more years for a total of five (5) years effective January 1, 2014.

An additive bid for landscape maintenance services in public areas was also included as follows:

- Sport Park (recreation area)
- Sports Park (ball fields)

The additive bid provided for the possibility of continuing landscape maintenance services in the Sports Park area, in case there was not a transfer of Sport Park programs and maintenance responsibilities to another agency in the near future.

On October 30, 2013, staff advertised for the bids for the Landscape Maintenance Services of the above landscaped public areas. The bids were to be opened at an advertised public meeting for Thursday, November 21, 2013. The bid award was to be made on the base bid price.

ANALYSIS:

Bids were opened and evaluated in an advertised public meeting, at 2:00 p.m., November 21, 2013. The lowest, responsive and qualified bidder for the "Landscape Maintenance Service" contract was Acacia Landscape Company at a bid base price of \$28,500.00 per year. The additive bid price was \$7,200. The total bid price (base bid plus additive bid) was \$35,700 per year.

The contractors who submitted proposals are listed below along with their proposed amounts (with total bid including additive shown in italics – last column):

1.	Acacia Landscape Co.	\$28,500.00	<i>\$35,700.00</i>
2.	Aztec Landscape, Inc.	\$29,199.36	<i>\$38,264.64</i>
3.	Total Green Landscaping, Co	\$29,712.00	<i>\$40,023.00</i>
4.	Western Gardens Landscaping, Inc.	\$40,800.00	<i>\$56,400.00</i>
5.	Emma Landscape, Inc.	\$48,540.00	<i>\$79,128.00</i>

Staff's estimated project annual cost was \$40,200.

Since Sports Park programs and maintenance services have not been turned over to another entity as of the recommended awarding date of this contract, it is recommended that the contract scope of work include the Sports Park (recreation area) and Sports Park (ball fields) for a total contract award of \$35,700 per year. Once Sports Park responsibility has been transferred to another entity, staff will reduce the scope of work and commensurate cost to the base bid of \$28,500.

The adopted Fiscal Year 2013/14 Park Maintenance O&M Budget for this work was \$55,000. This budget was based cost of service by the State Department of Corrections for Inmate Community Work Crew Services in prior years. The award of this contract to the lowest responsible and qualified bidder will result in a net savings of \$19,300 per year.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Park Maintenance FY 2014 O&M Budget (101-6020-452-2104) budget	\$55,000
Contract cost (base plus additive bid) with Acacia Landscape Co.	\$35,700

RECOMMENDATION:

1. Receive this report.
2. Adopt the attached resolution.
3. Authorize the City Manager to sign an agreement for "Landscape Maintenance Services" with the lowest responsive and qualified bidder for the scope of work included in the base bid plus the additive bid.
4. Authorize the City Manager to approve a purchase order to the lowest responsive and qualified bidder for the amount of the bid price.

Attachments:

1. Resolution No. 2013-7430

RESOLUTION NO. 2013-7430

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDING A CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES

WHEREAS, Resolution No. 2013-7401 adopted October 2, 2013, noted that the State Department of Corrections for Inmate Community Work Crew Services contract for landscape maintenance services was not renewed at the end of the contract period – September 30, 2013; and

WHEREAS, Resolution No. 2013-7401 authorized the City Manager to enter into a 3-month (October through December 2013) landscape maintenance services agreement with Aztec Landscape, Inc. for selected City public streets and parks; and

WHEREAS, in October, 2013, staff prepared a request for proposals to perform landscape maintenance services beginning January 1, 2014 on the following public areas:

- Teeple Park;
- Reama Park;
- Veterans Park;
- Elm Avenue / Encina Avenue (9th to 5th Streets);
- Palm Avenue (Delaware Street to Seacoast Drive);
- Marina Vista Center; and
- City Hall Complex; and

WHEREAS, an additive bid for landscape maintenance services in public areas was also included in the request for proposals as follows:

- Sport Park (recreation area)
- Sports Park (ball fields); and

WHEREAS, on October 30, 2013, staff advertised for the bids for the Landscape Maintenance Services of the above landscaped public areas; and

WHEREAS, bids were be opened and evaluated in an advertised public meeting, at 2:00 p.m., November 21, 2013; and

WHEREAS, the lowest, responsive and qualified bidder for the "Landscape Maintenance Service" contract was Acacia Landscape Company at a bid base price of \$28,500.00 per year. The additive bid price was \$7,200. The total bid price (base bid plus additive bid) was \$35,700 per year; and

WHEREAS, it is recommended that the contracted scope of work include the additive bid - Sports Park (recreation area) and Sports Park (ball fields) - for a total contract award of \$35,700 per year: and

WHEREAS, staff's estimated project annual cost was \$40,200.

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 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. _____.

3. The contractor shall not commence construction or order equipment until he/she has received a Notice to Proceed.
4. The maintenance work shall be performed in the manner and form and in compliance with the requirements as set forth in the specifications for the project.
5. The City Manager is authorized to sign an agreement and 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 4th day of December 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



AGENDA ITEM NO. 6.3

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: DECEMBER 4, 2013
ORIGINATING DEPT.: PUBLIC WORKS *AH*
SUBJECT: RESOLUTION NO. 2013-7431 AWARDED A PUBLIC WORKS CONTRACT; TO WIT: RTIP FY 11-12 (STREET IMPROVEMENTS) CIP # S12-104

EXECUTIVE SUMMARY:

This resolution will award a contract for a new street overlay and adjacent improvements on selected streets within the City of Imperial Beach that have deteriorated infrastructure. Those streets are: 1) 12th Street (Holly to Oneonta); 2) Granger (Grove to I.B. Blvd.); 3) Oneonta (10th to Adelfa Court); and 4) Grove Avenue (California to 5th). Additionally this resolution will authorize the contractor to perform storm water interface hardening where the sewer main passes through the storm drain on the 400 & 500 blocks Grove Avenue.

BACKGROUND:

The Five-Year Capital Improvement Program (CIP) Projects Budget for Fiscal Years 2009-2010 through 2013-2014 included annual Street Improvements funded through the TransNet program. The project size was dependent upon the estimated revenue earned through TransNet. The estimated average annual allocation that can be used for CIP projects was approximately \$500,000. Council Resolution No. 2013-7407 adopted October 16, 2013 reaffirmed the funding for this project and gave staff direction to proceed with the work as shown in Exhibit A to Resolution No. 2013-7407. The construction project included street overlay and adjacent improvements on the following streets:

- 1) 12th Street (Holly to Oneonta);
- 2) Granger (Grove to I.B. Blvd.);
- 3) Oneonta (10th to Adelfa Court); and
- 4) Grove Avenue (California to 5th)
- 5) Storm water interface hardening where the sewer main passes through the storm drain on the 400 & 500 blocks Grove Avenue

The project drawings and specification were completed in October 2013. Staff advertised for requests for bids (RFB) for this work on November 7, 2013 in the Eagle & Times Newspaper and on E-Bid Board. The bid opening was scheduled for Tuesday, December 3, 2013.

ANALYSIS:

The project bids will be opened and evaluated Tuesday, December 3, 2013 in an advertised public meeting at 2:00 p.m. The lowest responsive and qualified bidder for the RTIP FY 11-12 (Street Improvements) Project S12-104 will be identified upon the bid opening at a bid price as discovered when the RFB's are opened.

The XXXXX contractors who submitted proposals will be listed below along with their proposal amounts:

1. XYZ Company, Inc. \$XXX,XXX.XX

The engineer's estimate for this construction was \$ 935,979.00

ENVIRONMENTAL DETERMINATION:

Project is exempt from CEQA pursuant to CEQA Guidelines Section 15302(c): Replace or Reconstruction of Existing Utility Systems and Facilities.

FISCAL IMPACT:

Revenue (per resolution 2013-7407)

TransNet	\$600,000
Gas Tax	\$400,000
Sewer Enterprise Fund	\$140,000

TOTAL REVENUE \$1,140,000

Expenditures/Encumbrances

Project Design	\$ 82,875
Soils Technical Support	\$ 4,600
Construction Engineering Support	\$ 7,475
Contract Administration	\$ 10,000
Project Construction	\$ TBD

TOTAL EXPENDITURE \$ TBD

There is sufficient revenue to cover the cost of this project construction. Remaining funds will be used in the next TRANSNET funded project – RTIP FY 12-13 (Street Improvements) project.

RECOMMENDATION:

1. Receive this report.
2. Adopt the attached resolution awarding a contract to the lowest responsive bidder.
3. Authorize the City Manager to sign the construction contract with the lowest responsive bidder.
4. Authorize the City Manager to approve a purchase order for the amount of the bid price.

Attachments:

1. Resolution No. 2013-7431

RESOLUTION NO. 2013-7431

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AWARDDING A PUBLIC WORKS CONTRACT; TO WIT: RTIP FY 11-12 (STREET IMPROVEMENTS) CIP # S12-104

WHEREAS, the Five-Year Capital Improvement Program (CIP) Projects Budget for Fiscal Years 2009-2010 through 2013-2014 included annual Street Improvements funded through the TransNet program; and

WHEREAS, Council Resolution No. 2013-7407 adopted October 16, 2013 reaffirmed the funding for this project and gave staff direction to proceed with the work as shown in Exhibit A to Resolution No. 2013-7407 (RTIP FY 11-12 (Street Improvements) CIP # S12-104); and

WHEREAS, the construction project included street overlay and adjacent improvements on the following streets:

- 1) 12th Street (Holly to Oneonta);
- 2) Granger (Grove to I.B. Blvd.);
- 3) Oneonta (10th to Adelfa Court); and
- 4) Grove Avenue (California to 5th)
- 5) Storm water interface hardening where the sewer main passes through the storm drain on the 400 & 500 blocks Grove Avenue; and

WHEREAS, staff advertised for requests for bids (RFB) for this work on November 7, 2013 in the Eagle & Times Newspaper and on E-Bid Board; and

WHEREAS, the project bids are to be opened and evaluated Tuesday, December 3, 2013 in an advertised public meeting at 2:00 p.m.; and

WHEREAS, the lowest responsive and qualified bidder for the RTIP FY 11-12 (Street Improvements) Project S12-104 will be identified upon the bid opening at a bid price as discovered when the RFB's are opened; and

WHEREAS, the total revenue appropriated for this project is \$1,140,000; and

WHEREAS, the engineer's estimate for this construction was \$ 935,979.00; and

WHEREAS, there is sufficient revenue to cover the cost of this project construction.

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 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. _____.
3. The contractor shall not commence construction or order equipment until he has received a Notice to Proceed.
4. 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.
5. 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 4th day of December 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



AGENDA ITEM NO. 6.4

**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: DECEMBER 4, 2013

ORIGINATING DEPT.: PUBLIC WORKS *AH*

SUBJECT: RESOLUTION 2013-7429 TO AWARD PROFESSIONAL SERVICES CONTRACT TO URS CORPORATION AMERICAS FOR CONSULTANT SUPPORT TO DEVELOP AND IMPLEMENT A WATER QUALITY IMPROVEMENT PLAN (WQIP) FOR THE TIJUANA RIVER WATERSHED

EXECUTIVE SUMMARY:

This Resolution awards a consultant contract for professional services to develop and implement the Tijuana River Water Quality Improvement Plan (WQIP). The City is the lead agency in the Tijuana River watershed to develop and implement this Water Quality Improvement Plan in partnership with the City of San Diego and County of San Diego. Consultant support is needed to develop and implement this plan, which is required by the new MS4 permit R9-2013-0001 adopted on May 8, 2013 by the San Diego Regional Water Quality Control Board.

BACKGROUND:

The San Diego Regional Water Quality Control Board recently adopted a new MS4 discharge permit (R9-2013-0001) for the San Diego Copermittees on May 8, 2013. The new permit requires the development of Water Quality Improvement Plans (WQIPs) for each watershed in the region. The City of Imperial Beach shares jurisdiction within both the San Diego Bay and Tijuana River watersheds and over the next 24 months will be developing these new watershed plans in partnership with other responsible Copermittees.

In the Tijuana River watershed the City of Imperial Beach was identified as the lead agency to coordinate the development and implementation of the WQIP for the watershed. On October 10, 2013 City staff advertised for consultant services to develop and implement the WQIP for the Tijuana River watershed through a Request for Qualifications/Proposals (RFQ/P). The RFQ/P advertised for as needed consultant services in the Tijuana River watershed for the duration of the R9-2013-0001 permit.

ANALYSIS:

The City advertised RFQ/P for consultant services to develop and implement a WQIP for the Tijuana River watershed as required in the R9-2013-0001 permit. The proposal period closed on October 31, 2013. Attachment 2 provides the Professional Services Agreement with the RFP/Q as Exhibit A to the agreement.

The City received four qualified proposals that were independently evaluated and ranked

relative to the criteria found in the RFQ/P. The evaluation committee included 2 representatives from the City of Imperial Beach, 2 representatives from the City of San Diego, and 2 representatives from the County of San Diego. This first round of evaluations identified 2 principal firms that were invited for a formal interview, which were conducted on November 14th. The interview panel included representatives from the City of San Diego, County of San Diego, Wildcoast, and City staff. Through this process, it was recommended that URS Corporation Americas be contracted to provide consultant services for the City to develop and implement the WQIP for the Tijuana River watershed.

City staff is currently in the process of developing a Cost Share Agreement with the City of San Diego and County of San Diego on the first important task for URS Corporation to develop the WQIP document. The draft scope of work for the development of the WQIP is provided as Attachment 3. The Cost Share Agreement among the responsible parties to develop the WQIP document will utilize the existing formula that the Copermitees established under the previous MS4 Permit based on jurisdictional land area and population. The approximate cost share for each jurisdiction is as follows: Imperial Beach 14%, City of San Diego 20%, and County of San Diego 66%. Staff will return at the first council meeting in January for approval of this Cost Share Agreement and appropriation of funds; however, consultant work needs to get started immediately on the project in order to meet the strict Permit mandated deliverables for the WQIP. URS Corporation understands that payment for its services is contingent upon execution of the forthcoming Cost Share Agreement between Imperial Beach, City of San Diego, and County of San Diego.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

City staff will return in January for approval of a Cost Share Agreement with the City of San Diego and County of San Diego to develop the WQIP for the Tijuana River and appropriation of funds. The anticipated cost for the first task to develop the Tijuana River WQIP is approximately \$275,000 over three fiscal years as shown in Attachment 3. The cost share for Imperial Beach is approximately 14% or \$38,500 for the development phase of the WQIP, which is already budgeted for FY 13-14 and FY 14-15. The forthcoming Cost Share Agreement with the City of San Diego and County of San Diego will establish a deposit account to be paid into at the beginning of each fiscal year by each agency. The anticipated cost for the second task, to implement the WQIP, has not been determined. However, City staff will update the City Council periodically during the development of the WQIP and will provide estimated WQIP implementation cost figures when available.

RECOMMENDATION:

1. Receive this report.
2. Approve a Professional Service Agreement with URS Corporation Americas, a Nevada corporation, for consultant services as shown in Attachment 2 effective December 9, 2013, with the understanding that the scope of work for the first task to develop the Tijuana River WQIP is substantially complete, but may be subject to minor revisions by the City of Imperial Beach, City of San Diego and County of San Diego.
3. Authorize the City Manager to sign the Professional Service Agreement as shown in attachment 2, with the understanding that the City Manager may approve minor revisions to the scope of work for the first task to develop the Tijuana River WQIP in Attachment 3.
4. Authorize the Public Works Director to give the Notice to Proceed to URS Corporation

Americas on their first task to develop the WQIP document for the Tijuana River Watershed with the understanding that any payment for work performed under this agreement shall only be paid after the execution of the forthcoming Cost Share Agreement.

Attachments:

1. Resolution No. 2013-7429
2. Professional Services Agreement – Exhibit A to Resolution No. 2013-7429
3. Proposed Scope of Work by URS for WQIP development

RESOLUTION NO. 2013-7429

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES CONTRACT TO URS CORPORATION AMERICAS FOR CONSULTANT SUPPORT TO DEVELOP AND IMPLEMENT A WATER QUALITY IMPROVEMENT PLAN (WQIP) FOR THE TIJUANA RIVER WATERSHED

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

WHEREAS, Permit R9-2013-0001 requires the development and implementation of a Water Quality Improvement Plan for the Tijuana River Watershed; and

WHEREAS, the City of Imperial Beach is the lead agency in the Tijuana River Watershed and must coordinate the development and implementation of a Water Quality Improvement Plan in coordination with the City of San Diego and the County of San Diego; and

WHEREAS, consultant support is needed to develop and implement this plan; and

WHEREAS, on October 10, 2013, staff advertised for consultant services to develop and implement a Water Quality Improvement Plan for the Tijuana River through a Request for Qualifications/Proposals (RFQ/P); and

WHEREAS, the City of Imperial Beach, City of San Diego, and County of San Diego participated in the evaluation process in selecting the Consultant; and

WHEREAS, through an independent evaluation of four proposals received and an interview of the top two firms identified through the independent evaluations, it was recommended that URS Corporation Americas, a Nevada corporation (the "Consultant"), be contracted to provide consultant services for the City to develop and implement a Water Quality Improvement Plan for the Tijuana River watershed; and

WHEREAS, the costs to develop and implement the Water Quality Improvement Plan for the Tijuana River watershed will be shared proportionally among the City of Imperial Beach, City of San Diego, and County of San Diego through a separate Cost Share Agreement, which will be brought to the City Council for review and approval; and

WHEREAS, all City expenses for the development and implementation of Water Quality Improvement Plan for the Tijuana River watershed will be paid from the Stormwater budget or as further approved by City Council with an adopted or approved budget; and

WHEREAS, it is necessary for work on the first task to develop the WQIP for the Tijuana River to commence in order to meet Permit R9-2013-0001 mandated deliverables; and

WHEREAS, City staff anticipates that the Cost Share Agreement with both the City of San Diego and County of San Diego for the task to development the WQIP document is forthcoming; and

WHEREAS, the City's Stormwater budget and anticipated Cost Share Agreement is sufficient to cover the costs for the development of the WQIP document for the Tijuana River watershed; and

WHEREAS, the Consultant understands that any payment pursuant to the work performed under the proposed agreement shall only be paid if the City of Imperial Beach, City of San Diego, and County of San Diego execute the Cost Share Agreement.

WHEREAS, the scope of work for the consultant agreement is substantially complete, but is subject to minor revisions based upon the agreement of the City of Imperial Beach, City of San Diego and County of San Diego.

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 and incorporated herein.
2. The agreement with URS Corporation Americas, a Nevada corporation, for Consultant Services is approved and effective December 9, 2013, with the understanding that the scope of work for the first task to develop the Tijuana River WQIP is substantially complete, but may be subject to minor revisions by the City of Imperial Beach, City of San Diego and County of San Diego.
3. The City Manager is authorized to sign the Professional Services Agreement with URS Corporation Americas, a Nevada corporation, for as needed consultant support as shown in Exhibit A. The City Manager is further authorized to approve minor changes to the proposed scope of work for the first task to develop the Tijuana River WQIP based upon the agreement of the City of Imperial Beach, City of San Diego and County of San Diego.
4. The Public Works Director is authorized to give the Notice to Proceed to URS Corporation Americas on their first task to develop the WQIP document for the Tijuana River Watershed with the understanding that any payment for work performed under this agreement shall only be paid after the execution of the Cost Share Agreement by the City of Imperial Beach, City of San Diego and County of San Diego.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of December 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 CONSULTANT SERVICES FOR

WQIP TIJUANA RIVER WMA

This Agreement, entered into this _____ day of _____, 2013, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and URS Corporation Americas, a Nevada corporation (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, CITY desires to hire a consultant for the development and implementation of a Water Quality Improvement Plan for the Tijuana River Watershed Management Area (WMA); and

WHEREAS, the CITY is the lead agency in the Tijuana River Watershed and must coordinate the development and implementation of a Water Quality Improvement Plan in coordination with the City of San Diego and the County of San Diego; and

WHEREAS, CITY desires to hire a consultant for as-needed services for the development and implementation of the Water Quality Improvement Plan for the Tijuana River WMA; and

WHEREAS, City desires to hire the most qualified and responsive proposal; and

WHEREAS, CONSULTANT is a(n) Engineering firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, the CITY, the City of San Diego and the County of San Diego participated in the evaluation process in selecting the CONSULTANT; and

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

WHEREAS, the costs to develop and implement the Water Quality Improvement Plan for the Tijuana River watershed will be shared proportionally among the City of San Diego through a separate Cost Share Agreement;

WHEREAS, the separate Cost Share Agreement with both the City of San Diego and the County of San Diego for the task to development of the WQIP document is forthcoming; and

WHEREAS, the CONSULTANT understands that any payment pursuant to the work performed under this Agreement shall only be paid if the CITY, City of San Diego and the County of San Diego execute the forthcoming Cost Share Agreement.

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 "Proposal & Contract", attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. 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.
- D. CONSULTANT shall be compensated for work completed, as approved by the CITY, for basic services rendered under this Section 2, as more particularly described in Exhibit A. CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.
- E. 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 forty-five (45) 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.
- F. Notwithstanding the foregoing, CONSULTANT agrees that any payment pursuant to the work performed under this Agreement shall only be paid if the CITY, City of San Diego and the County of San Diego execute the forthcoming Cost Share Agreement. CONSULTANT further agrees that even after execution of the Cost Share Agreement, CITY shall only be responsible for payment of up to its proportional share of the compensation for work performed under this Agreement.

Section 3. PROJECT COORDINATION AND SUPERVISION.

The Public Works Director, currently H. A. Levien, 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 as otherwise provided in this Agreement.

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. CONSULTANT further understands that any work performed after the issuance of any notice to proceed by the CITY, but prior to the execution of the Cost Share Agreement by the CITY, City of San Diego, and the County of San Diego, shall be performed at CONSULTANT's own risk and may not result in compensation to CONSULTANT.

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. 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.

13.1. CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

13.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this Agreement.

13.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

13.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

13.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

13.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

13.3.4. **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.

13.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or

eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13.5. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

13.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form which shall be submitted to the CITY.

13.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

13.6. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

13.7. Subcontractor Coverage. CONSULTANT shall also require each of its subcontractors to maintain insurance coverage that meets all the requirements of this Agreement.

13.8. City Options. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either (1) immediately terminate this Agreement, or (2) take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors 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.

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:

H.A. Levien
Public Works Director
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach CA 91932

Edward F. Othmer
Vice President
URS Corporation
4225 Executive Square, Suite 1600
La Jolla, CA 92037

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: **Request for Qualifications/Proposal and Proposal dated October 10, 2013**. 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" through "B" 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.

*****SIGNATURES ON FOLLOWING PAGE*****

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

CITY OF IMPERIAL BEACH,
A municipal corporation

URS Corporation Americas/CONSULTANT:

City Manager

Edward F. Othmer /Vice President

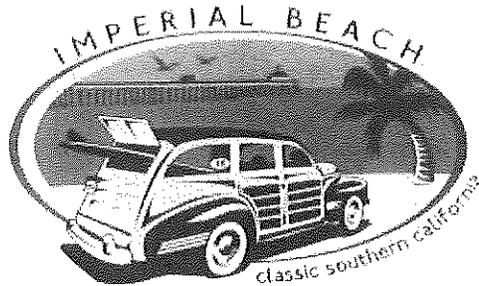
APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

Public Works Director

CITY OF IMPERIAL BEACH



REQUEST FOR QUALIFICATIONS/PROPOSALS FOR CONSULTANT SERVICES

FOR

WQIP TIJUANA RIVER WMA

Public Works Department
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
(619) 423-8311

Date: October 10, 2013

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1. Professional Services Agreement

**CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA
REQUEST FOR QUALIFICATIONS/PROPOSALS FOR CONSULTANT SERVICES FOR
WQIP TIJUANA RIVER WMA**

NOTICE ADVERTISING FOR QUALIFICATIONS

Sealed proposals will be received at the office of the Administrative Services Department, 825 Imperial Beach Boulevard, Imperial Beach, California, up to the hour of **3:00 p.m.**, on the **31st** day of **October** for performing work as follows:

**CITY OF IMPERIAL BEACH
REQUEST FOR QUALIFICATIONS/PROPOSALS FOR CONSULTANT SERVICES FOR
WQIP TIJUANA RIVER WMA**

The proposal shall be enclosed in a sealed envelope addressed to the City of Imperial Beach, California, or if sent by messenger, shall be delivered to the Administrative Services Department, City Hall, 825 Imperial Beach Boulevard, Imperial Beach, California. **The envelope shall be plainly marked on the upper left hand corner with the name and address of the bidder and bear the words "Proposal For" followed by the name of the item and the date and hour of the RFQ/P closing.**

Copies of the RFQ/P may also be acquired (1) from the City's website (www.cityofib.com), (2) from Construction Bidboard (www.ebidboard.com), or (3) via email (send requests to chelmer@imperialbeachCA.gov).

The City Council reserves the right to reject any or all proposals and to waive any irregularity or informality in any proposal to the extent permitted by law. The City reserves the right to change, amend, modify or cancel this RFQ/P process at any time.

INTRODUCTION

The San Diego Regional Water Quality Control Board (RWQCB) Order Number R9-2013-0001 (Permit) requires the development of Water Quality Improvement Plans (WQIPs). The WQIPs are intended to guide jurisdictional runoff management programs towards achieving the outcome of improved water quality in receiving waters. According to the Permit, "the goal of the WQIP is to protect, preserve, and enhance the water quality and designated beneficial uses of waters of the state. This goal will be accomplished through an adaptive planning and management process that identifies the highest priority water quality conditions within a watershed and implements strategies on a jurisdictional basis to achieve improvements in the quality of discharges from the MS4s and receiving waters."

The Tijuana River Watershed is a bi-national river basin with a long history of documented water quality issues related to cross border pollution. Multiple efforts are already underway in the watershed to address cross border water quality issues. This WQIP for the Tijuana River Watershed Management Area (Tijuana River WMA) will specifically focus on the sources and priority water quality conditions on the U.S. side of the international border.

APPLICABLE DOCUMENTS FOR REVIEW

There are several documents available that should be utilized in the development of this RFQ/P and the preparation of the WQIP for the Tijuana River WMA. These would include but not limited to:

- The Watershed Urban Runoff Management Program for Tijuana River, March 2008 and WURMP Annual Reports (2009-2012)
- 2012 Regional Monitoring Report, Section 11
- Long Term Effectiveness Assessment, Section 10 Tijuana River WMA, June 2011
- Tijuana River Bacteria Source Identification Study, August 2012
- Tijuana River Valley Recovery Team Recovery Strategy, January 2012
- 2013 San Diego Integrated Regional Water Management Plan
- Tijuana River Technical Support Document for Solids, Turbidity and Trash TMDLS (EPA/RWQCB 2010)

SCOPE OF WORK

The purpose of this Request for Qualifications/Proposals is to select a consultant to develop a WQIP for the Tijuana River WMA in accordance with Provision B and Provision F.1. of the Permit and support the implementation of the WQIP over the duration of the Permit. The consultant will be expected to provide technical expertise specific to the Tijuana River WMA, organizational skills for project management, and provide professional facilitation for public workshops and other events as requested. The City of Imperial Beach will be the lead agency in the watershed and contract manager for the consultant. The City of San Diego and County of San Diego are also responsible parties (RP) in the watershed and will participate in the development and review of the WQIP.

The most qualified consultant or consultant team will be evaluated on their project management skills, experience, and expertise towards developing a WQIP for the Tijuana River WMA. The Permit requires public participating in the development and implementation of the WQIP and strict deliverable dates. Development of a Watershed Management Area Analysis is not anticipated at this time; however, the consultant shall have the expertise to prepare one if

requested at a later date. The anticipated tasks and services for the consultant or consultant team are provided in Provisions B and F.1. in the Permit and provided below in a proposed draft Table of Contents for the WQIP and draft Timeline for the WQIP. The development of a WQIP for the Tijuana WMA will be the most important deliverable for the consultant. In addition to developing the WQIP the consultant will be expected to provide as-needed support/tasks through the duration of the R9-2013-0001 Permit cycle.

Draft Table of Content for Tijuana River WMA WQIP

Section	Content
Section 1. Introduction	
1.1 WQIP Purpose	Discuss the purpose and goal of the WQIP based on the Permit. Discuss public participation in the WQIP.
1.2 Watershed Management Area	Provide the spatial context of the WQIP. Include a GIS map of the WMA, sub-watersheds, and jurisdictional boundaries. This will include an overall description of the area including land use categories (percentages), vegetation cover, and other pertinent information. Include recognition of bi-national issues and efforts in the watershed.
1.3 WQIP Organization	Describe the organization of the document identifying the corresponding Permit requirements
Section 2. Identification of Priority Water Quality Conditions	
2.1 Assessment of Receiving Water Conditions (B.2.a)	Compile data from RPs and public. Summarize Clean Water Act 303(d) list, LTEA Section 10, WURP, JURMP, Monitoring Reports, and Recovery Strategy. Address considerations given in B.2.a.(1-9).
2.2 Assessment of Impacts from MS4 Discharges (B.2.b)	Compile data from RPs and public. Summarize LTEA Section 10, WURP, JURMP, Monitoring Reports, and Recovery Strategy. Address considerations given in B.2.b.(1-6).
2.3 Identification of Priority Water Quality Conditions (B.2.c)	Use information in 2.1 and 2.2 to develop a list of priority water quality conditions by sub-watershed. Describe the conditions including (B.2.c(1)(a-e)).
2.4 Identification of Potential Water Quality Improvement Strategies (B.2.e)	Identify potential strategies that can result in improvements to water quality in MS4 discharges and/or receiving waters in the WMA. Address considerations given in B.2.e.(1-3)
Section 3. Identification of MS4 Sources of Pollutants and/or Stressors	
3.1 Identification of Known and Suspected Sources (B.2.d)	Identify known and suspected sources of storm water and non-storm water pollutants or other stressors associated with MS4 discharges that cause or contribute to the highest water quality conditions specified under B.2.c (Section 2.3). Identification will consider: Section 3.1 will summarize and consolidate the existing source inventory in LTEA Section 10, Bacteria Source ID Study, and other available references.
3.2 Prioritization of MS4 Sources and Stressors (B.2.d)	Describe the prioritization process and summarize and consolidate the priority sources and stressors from Section 3.1 according to available references.
3.3 Summary of MS4 Sources by Jurisdiction	Section 3.3 will summarize the priority sources and stressors from Section 3.2 according to jurisdiction.

Section 4. Water Quality Improvement Goals, Strategies, and Schedules	
4.1 Watershed Management Area Numeric Goals (B.3.a(1))	<ul style="list-style-type: none"> • Interim numeric goals capable of demonstrating incremental progress toward achieving the final numeric goals in the MS4 discharges. • Final numeric goals to be achieved in the MS4 discharges for the highest priority water quality conditions. • Schedule for measuring progress toward achieving the interim and final numeric goals.
4.2 Jurisdictional Water Quality Improvement Strategies (B.3.b(1))	<ul style="list-style-type: none"> • Description of strategies and/or activities for each jurisdictional runoff management program component. • Circumstances or conditions when and where the strategies or/activities should be or will be implemented. • Monitoring, information collection, special studies, and/or data analysis that is necessary to assess the effectiveness of the strategy and/or activity.
4.3 Jurisdictional Water Quality Improvement Schedules (B.3.a(2) and B.3.b(3))	<ul style="list-style-type: none"> • Jurisdictional schedule for implementing strategies and achieving numeric goals
4.4 WMA Water Quality Improvement Strategies (B.3.b.(2))	<ul style="list-style-type: none"> • Description of jurisdictional and regional/multijurisdictional strategies and/or activities for each WMA runoff management program component. • Circumstances or conditions when and where the strategies or/activities should be or will be implemented. • Monitoring, information collection, special studies, and/or data analysis that is necessary to assess the effectiveness of the strategy and/or activity.
4.5 WMA Water Quality Improvement Schedules (B.3.a(2) and B.3.b(3))	<ul style="list-style-type: none"> • WMA schedule for implementing strategies and achieving numeric goals
Section 5 Water Quality Improvement Monitoring and Assessment Program	
5.0 Integrated Monitoring and Assessment Program (B.4)	<p>The Integrated Monitoring and Assessment Program will be designed to incorporate the monitoring and assessment requirements of Provision D, Attachment E (TMDLs), and Attachment A (ASBS). The program will assess:</p> <ol style="list-style-type: none"> 1) Progress toward achieving the numeric goals and schedules 2) Progress toward addressing the highest priority water quality conditions 3) Each RP's overall effort to implement the WQIP. <p>Section 5 will provide a brief summary of the Program. The complete Program will be included as an appendix to the WQIP.</p>
Section 6. Iterative Approach and Adaptive Management Process	
6.1.1 Re-Evaluation of Priority Water Quality Conditions (B.5.a)	<p>Provide a list of triggers to adapt the Priority receiving water quality conditions. The re-evaluation will consider:</p> <ul style="list-style-type: none"> • Progress toward improved water quality through implementation of the WQIP • New information developed when the requirements of B.2.a-c have been re-evaluated

	<ul style="list-style-type: none"> • Spatial and temporal accuracy of monitoring data • Other available data • Recommendations from the SDRWCQB and public
6.1.2 Adaptation of Goals, Strategies and Schedules (B.5.b)	<p>Provide a list of triggers to adapt the strategies and schedules. The re-evaluation will consider:</p> <ul style="list-style-type: none"> • Priority conditions, numeric goals, and schedules modified per Section 6.1.1 • Progress toward achieving numeric goals and outcomes according to schedules • New policies or regulations • Measureable and demonstrable reductions of non-storm water discharges and pollutants in stormwater • New information developed when the requirements of B.2.b and B.2.d have been re-evaluated • Efficiency in implementing the WQIPs • Recommendations from the SDRWCQB and public
6.1.3 Adaptation of Monitoring and Assessment Program (B.5.c)	<p>Provide a list of triggers to adapt monitoring and assessment program based on new and available data.</p>
6.2 WQIP Update Process (B.6.b and F.2.c)	<p>Describe the process for modifying the WQIP based on Section 6.1.</p>
6.3 JURMP Update Process (F.2.a)	<p>Describe the process for modifying the JURMP based modifications to the WQIP.</p>
Section 7. References	

Draft Timeline for WQIP Development

GENERAL REQUIREMENTS

- A. Consultant shall provide a written, quarter project status reports to the Project Manager, Chris Helmer during the contract period unless requested otherwise.
- B. Mileage, material, equipment, permits, copies and faxes are not separately reimbursable expenses, but shall be provided as an individual item in the project bid cost.
- C. This Proposal shall be made part of the Professional Service Agreement.
- D. The consultant shall have prior experience working in the Tijuana River WMA.

PUBLIC DISCLOSURE

As a general rule, documents received by the City are considered public records and will be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no later than ten (10) days prior to the due date of your response. If you do not obtain a determination of confidentiality prior to the submission deadline, any document(s) submitted will be subject to public disclosure.

SUBMISSION FORMAT AND CONTENT

All respondents are required to follow the format specified below. The contents of the submission must be clear, concise, and complete. Each section of the submission shall be tabbed according to the numbering system shown below to aid in expedient information retrieval (NOTE: Respondents shall base their submission on the "Scope of Work.")

Submission Cover- Include the Request For Qualification/Proposal's title and submission date, the name, address, fax number, and the telephone number of the principal firm. The contact name and e-mail address of the Project Manager should also be included.

Table of Contents – Include a complete and clear listing of headings and pages to allow easy reference to key information.

- I. Cover Letter- The cover letter should be brief (two pages maximum), and any changes to the format or deletions of requested materials should be explained in the cover letter. Describe how the delivery of services will be provided to the responsible parties, including the location of the firm's offices and the response time to requests. If the firm is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. Identify the team members (i.e., joint partners and sub-consultants); and include the title and signature of the firm's contact person for this procurement. The signatory shall be a person with official authority to bind the company.
- II. Qualifications and Experience- Describe the team's experience in providing technical expertise specific to the Tijuana River WMA and/or experience managing storm water programs. The firms' experiences in the past three (3) years specifically related to the scope of work shall be listed consecutively with the awarding and completion dates

noted. Each listed experience shall include the name(s) and telephone number(s) of the firm's project manager and the client's project manager for each listing. When listing sub-consultants, describe the listed experience and the exact tasks that each firm will perform.

- III. Project Personnel- Identify the contact person with primary responsibility for this project, other projects personnel, including partners and/or sub-consultants, and their individual areas of responsibility. The persons listed will be considered as committed to the project. A resume of each professional and technical person assigned to the project, including partners and/or sub-consultants, shall be submitted. The resumes shall include at least two references from recent previous assignments.
- IV. Task and deliverables – Describe the tasks and deliverables to develop, implement, and manage the WQIP for Tijuana River WMA. Project planning is critical to the responsible parties in order to meet Permit mandated deliverables. Demonstrate on a timeline how you propose to maintain control of project schedules from public outreach through implementation of the final WQIP. The WQIP only focuses on the U.S. portion of the Tijuana River Watershed under the jurisdictional control of the responsible parties and an innovative approach will be necessary in the development and implementation of the WQIP so that the work complements the ongoing bi-national efforts in the watershed. Your tasks and deliverables may vary according to the scope of work.
- V. Insurance and Other Information- Describe the insurance coverage of the firms and any other pertinent information regarding this procurement.
- VI. Schedule of Rates and Costs for WQIP Development – Provide a Schedule of Rates and estimated costs for the tasks and deliverables necessary for the development of the WQIP in a sealed envelope.

SUBMISSION SCHEDULE

The advertisement, receipt, and evaluation of submission and the selection of the provider of consultant services will conform to the following schedule. (Note: These dates are provided for planning purposes and may be altered by the City as necessary to meet project goals.)

Advertisement of RFQ/P	<u>October 10, 2013</u>
Proposal Due Date	<u>October 31, 2013</u>
Proposal Review	<u>November 4 through 8, 2013</u>
Interviews	<u>November 14, 2013</u>
City Approval	<u>December 4, 2013</u>
Notice to Proceed	<u>December 16, 2013</u>

Two (2) original (one unbound and suitable for reproduction) and six (6) copies of the submission shall be delivered no later than 3:00 p.m. on the Proposal Date listed above to:

Mr. Chris Helmer, Environmental Programs Manager
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Copies received by FAX shall not be deemed received.

PROPOSAL REVIEW PROCESS

The City's Selection Committee will review submissions that meet the outlined requirements stated herein. The Committee will "short-list" the most qualified firms, utilizing the selection criteria listed below. In the event that the Selection Committee requires an interview, it is mandatory that all principals firms and the designated project managers attend.

PROPOSAL EVALUATION CRITERIA

Proposals received by the City will be evaluated according to the criteria listed below:

- Conformance to the specified RFQ/P format;
- Organization, presentation, and content of the submission;
- Specialized experience of the firm(s), (including principal firms, joint venture-partners, and sub-consultants), considering the types of service required; the complexity of the project; record of performance; and the strength of the key personnel who will be dedicated to the project;
- Proposed tasks and deliverables to accomplish the work in a timely and professional manner;
- Timeliness of Project Schedule;
- Ability to meet the insurance requirements as stated in the Terms and Conditions of the RFQ/P unless the City, at its sole discretion, decides to modify or wave the insurance requirements;
- Technical expertise specific to the Tijuana River WMA;
- Project management skills related to storm water or watershed management projects;
- Innovative approach in the proposal to develop and implement a WQIP in a bi-national watershed; and
- Financial terms offered.

TERMS AND CONDITIONS

Issuance of this RFQ/P does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFQ/P is dependent upon the approval of the City Council.

The City retains the right to reject all submissions. Selection is also dependent upon the negotiation of a mutually acceptable agreement with the successful respondent. Each submission shall be valid for not less than one hundred twenty (120) days from the date of receipt.

INSURANCE

The firm(s) selected to perform the work described in this RFQ/P will be required to provide evidence of public liability and property damage insurance with limits of not less than \$1 million for injury to, or death of, one or more persons and/or property damage arising out of a single accident or occurrence insuring against all liability of the City of Imperial Beach, selected consultants, its subcontractor(s), and its authorized representatives, arising out of, or in connection with, the performance of work under the contract with the City. Professional liability insurance (errors and omissions) shall be required of said firm in the minimum amount of \$1 million. Said insurance shall be provided at the sole cost and expense of the firm selected, unless the requirement is modified or waived by the City.

DUE DILIGENCE

The information provided in this RFQ/P, including site description and planning requirements, is to assist respondents with information the City has assembled in this preliminary stage of the project. Any respondent selected will be expected to conduct its own due diligence in these and all matters prior to commencement of this development. The City makes no representations or warranties with respect to these matters.

CONFLICT OF INTEREST

Please note that California Law makes it illegal for public officials or their employees to participate in the making of a contract in which he or she is financially interested. The law defines the making of a contract to include responding to Requests for Proposals. The law further defines a public official very broadly to include members of the advisory board that are not actual parties to contract. Prospective respondents who are aware of circumstances that could create a conflict of interest if a proposal is submitted are urged to contact the City immediately.

CITY CONTACT

The City looks forward to receiving a submission from you. If you have any questions regarding this RFQ/P, please contact the Environmental Programs Manager identified below:

Chris Helmer
Environmental Programs Manager
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Phone (619) 628-1370
FAX (619) 429-4861
Email chelmer@imperialbeachCA.gov

Exhibit B to Professional Services Agreement

URS is providing the following schedule of rates in accordance with the RFQ/P. URS proposes that the work that will be conducted in assisting the City with additional services beyond the costs identified above (including work beyond submittal of the final WQIP) will be provided on a time and materials basis based upon the cost rate sheet provided below.

URS Proposed Rate Schedule

Principal-in-Charge	\$250
Project Manager	\$200
Principal Engineer/Scientist (including Dudek and Katz & Associates)	\$190
Senior Project Engineer/Scientist	\$125
Project Engineer/Scientist	\$100
Engineer/Scientist	\$80
Technician	\$80
Drafter/Illustrator	\$75
Word Processor/Clerical	\$70



November 25, 2013

Mr. Chris Helmer, Environmental Programs Manager
City of Imperial Beach
Public Works Department
825 Imperial Beach Boulevard
Imperial Beach, California 91932

Subject: Revised Scope of Work and Cost Estimate
Tijuana River WMA WQIP

Dear Mr. Helmer:

URS Corporation Americas (URS) is pleased to provide the City of Imperial Beach (City) this revised scope of work and cost estimate to prepare and implement the Water Quality Improvement Plan (WQIP) for the Tijuana River Watershed Management Area (WMA). Our initial cost estimate was provided with our proposal to the City dated October 31, 2013. URS was notified by you on November 18, 2013 that URS was selected to conduct this work. On November 21, 2013, URS met with the City and the Copermitees (City and County of San Diego) to further discuss the scope of work and schedule. This letter provides a revised scope of work and cost based on these discussions. As requested, the costs associated with the URS Team's services are provided as requested by fiscal year, based on the proposed project schedule.

BACKGROUND

The San Diego Regional Water Quality Control Board (RWQCB) adopted Order Number R9-2013-0001, NPDES No. CAS0109266 on May 8, 2013, specifying new requirements for discharges from municipal separate storm sewer systems (MS4s) draining to the watershed within the San Diego Region. This includes the requirement to develop a WQIP. As you explained in the request for proposals, the purpose of the WQIP is to guide jurisdictional runoff management programs towards achieving the outcome of improved water quality in receiving waters. According to the Permit, "the goal of the WQIP is to protect, preserve, and enhance the water quality and designated beneficial uses of waters of the state. This goal will be accomplished through an adaptive planning and management process that identifies the highest priority water quality conditions within a watershed and implements strategies on a jurisdictional basis to achieve improvements in the quality of discharges from the MS4s and receiving waters."

SCOPE OF WORK

The URS Team will accomplish the scope of services by completing the following tasks:

- Project Management
- Stakeholder and Public Meetings / Coordination
- Priority Development, Source Assessment, Goal / Strategy Identification



Mr. Chris Helmer, Environmental Programs Manager
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November 25, 2013
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- Monitoring and Assessment, Iterative Approach, and Adaptive Management
- Deliverable Production and GIS

Our scope of work is described below, based on discussions during our meeting on November 21, 2013. The full project SOW is included but the costs have been broken down into 3 FYs.

TASK 1. PROJECT MANAGEMENT

URS will provide project management for each task under this contract that will include schedule and budget control, quality assurance and quality control, and project administration.

TASK 2. STAKEHOLDER AND PUBLIC MEETINGS / COORDINATION

The Tijuana River WMA includes many stakeholders with a range of issues, objectives and priorities to evaluate. Through the public workshop and Copermittee coordination process, the URS Team will solicit information and recommendations and develop a Technical Memorandum summarizing the priority water quality conditions, potential sources and stressors, and potential water quality improvement strategies to be included in the WQIP.

A public workshop will be held to solicit information and recommendations related to development of the specific water quality improvement goals and strategies to address the highest priority water quality conditions. Utilizing public, Consultation Committee and Copermittee input, a Technical Memorandum will be prepared that summarizes the findings and recommendations for the proposed numeric goals, jurisdictional and WMA strategies and schedules. This memorandum will serve as the second deliverable to be submitted to the RWQCB.

Based on our discussion during our meeting on November 21, 2013, the following meetings were identified to prepare the WQIP:

- Two public workshops (2 hours each),
- Five consultation panel meetings (up to 4 hours each),
- Bimonthly collaborative meetings with Copermittees/responsible agencies (approximately 1 hour each),
- Up to six additional meetings with Copermittees/responsible agencies (approximately 1-2 hours each),
- Up to 12 Recovery Team coordination meetings to be attended by Bryn Evans (approximately 3 hours each). Mr. Evans will attend these meeting only in the event that information is to be presented or exchanged with the Recovery Team related to the WQIP. Mr. Scott currently attends these meetings under a different contract mechanism. Therefore, no cost is included for his attendance at these meetings

Each of these meetings will require time for preparation and follow-up. URS will prepare a meeting summary following each meeting for review and distribution by the City and the Copermittees.



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TASK 3. PRIORITY DEVELOPMENT, SOURCE ASSESSMENT, GOAL / STRATEGY IDENTIFICATION

Under this task, the URS Team will identify the priority water quality conditions, the sources of those conditions, and the goals and strategies to address them. The team will review Copermittee regional monitoring reports, the 303(d) list, the Long-Term Effectiveness Assessment Water Quality Report (LTEA), the Watershed Urban Runoff Management Program (WURMP), the WURMP Annual Reports, and other sources. For example, some additional data may be submitted by the public and will require evaluation. Associated staff hours to evaluate will depend on the magnitude of the data submitted.

The team will identify the MS4 sources of pollutants contributing to water quality conditions based on the Comprehensive Load Reduction Plans (CLRPs), information gleaned during stakeholder and public meetings, and other source documents, for example, relevant additional data submitted by the public.

The team will develop water quality goals/strategies and schedules by synthesizing Copermittee meeting discussions, coordinating with RWQCB staff, and using existing TMDL compliance targets.

A key component of this task is providing the opportunity for multiple rounds of comment. Each deliverable will go through multiple rounds of draft and comment including, at a minimum, a round of review for (1) Copermittees, (2) consultation panel, and (3) the public. The URS Team will document comments received as well as responses to those comments.

As discussed during our meeting, the URS Team will develop a PowerPoint presentation briefing document prior to preparing the draft. The presentation will provide an overview of the deliverable and will include a summary of contents, introduction, background information, approach, results, and conclusions.

TASK 4. MONITORING AND ASSESSMENT, ITERATIVE APPROACH, AND ADAPTIVE MANAGEMENT

The Permit requires developing an integrated Monitoring and Assessment Program for inclusion as an appendix to the WQIP. The Monitoring and Assessment Program must be designed to demonstrate: 1) the progress toward achieving the numeric goals and schedules, 2) the progress toward addressing the highest priority water quality conditions for the Tijuana WMA, and 3) each Copermittee's overall efforts to implement the WQIP. The monitoring and assessment program will incorporate the requirements of Provision D. The Tijuana WMA is not subject to adopted TMDLs listed in the Permit (Attachment E), however there are several 303(d) listings for the Tijuana River watershed that should be considered and evaluated when developing the monitoring and assessment program.

The URS Team will follow an iterative approach and make use of adaptive management in which the team will plan, implement, evaluate, and revise as necessary. The team will develop an approach that builds on the framework of existing Copermittee programs. The highest priority water quality conditions identified during the initial phase of development of the WQIP will be re-



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evaluated based on new data and information, with consideration given to sustainability factors (environmental, economic and social).

Similar to the previous task, the URS Team will provide the opportunity for multiple rounds of comment. Each deliverable will go through three rounds of draft and comment including a round of review for (1) Copermittees, (2) consultation panel, and (3) the public. The team will document comments received as well as responses to those comments.

The RFQ/P identified the potential need to address Item B.3.b. (4) of the Permit regarding Optional Watershed Management Analysis. To develop the Watershed Management Analysis, URS would leverage its experience gained in gathering, preparing, and analyzing the data utilized to prepare a number of reports in the Tijuana River WMA and would develop this analysis based on a template provided by the County.

TASK 5. DELIVERABLE PRODUCTION AND GIS

The draft WQIP will be based on input and recommendations received from the Consultation Committee, and concurrence from the Copermittees. The draft will be submitted internally for review by the Copermittees, and then finalized based on Copermittee comments. The final draft will be submitted to the Regional Board in accordance with the requirements of Provision F.1 (late June 2015). The Regional Board will issue a public notice and release the WQIP for public review and comment for a minimum of 30 days. The final WQIP will be revised based on the comments received during the public comment period, as appropriate, and any revisions to the WQIP will be submitted to the Regional Board no later than 60 days after the close of the public comment period.

A draft WQIP will be developed, incorporating the major components of the WQIP including:

- WQIP Purpose and Organization;
- Priority Water Quality Conditions and MS4 Sources of Pollutants and/or Stressors;
- Water Quality Improvement Goals, Strategies, and Schedules;
- Water Quality Improvement Monitoring and Assessment Program;
- Iterative Approach and Adaptive Management Process; and
- Process for Updating WQIP/JURMP.

The URS Team will provide draft and final versions of deliverables included in this scope of work. Deliverables include draft and final versions of the Technical Memos; draft and final versions of the WQIP; response to comment matrices; and materials distributed at public meetings.

GIS analysis will help inform the discussions, recommendations, and conclusions included in the deliverables. These analyses and associated maps will be included in technical memos and other deliverables, as appropriate. The team will also provide copies of GIS deliverables and source files separately.



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ESTIMATED SCHEDULE AND COST

The tasks to be completed and the associated costs are based on the timeline developed for this project as presented in our proposal and further refined during last week's meeting. Our estimate by fiscal year has been developed based on our understanding of the current project timeline and level of effort anticipated at this time. Some of the tasks (e.g., Task 3) are front loaded in the 2013-2014 Fiscal Year. Others (e.g., bimonthly meetings) were assumed to be distributed evenly over the course of the project. Preparation for other tasks starts this year and will continue for the remainder of the project until submission of the final deliverables. Some costs will continue into the beginning of the 2015-2016 fiscal year (July through September 2015) to accommodate changes or follow up that may be needed to complete the WQIP. A breakdown of the costs by fiscal year is provided below:

Task	Description	FY 2013-2014	FY 2014-2015	FY 2015-2016	Total Estimated Cost
1	Project Management	\$8,214	\$16,428	\$1,369	\$26,012
2	Stakeholder and Public Meetings/Coordination	\$31,993	\$63,985	\$5,332	\$101,310
3	Priority Development, Source Assessment, Goal/Strategy Identification	\$56,576	\$9,984	\$0	\$66,560
4	Monitoring and Assessment, Iterative Approach and Adaptive Management	\$17,223	\$34,445	\$2,870	\$54,538
5	Deliverable Production and GIS	\$8,397	\$16,794	\$1,400	\$26,591
	TOTAL ESTIMATED COST	\$122,403	\$141,637	\$10,971	\$275,011

Our scope of work described herein will be performed on a time-and-materials basis for an amount not to exceed \$275,011 without your prior notification and approval. URS is prepared to execute a contract with the City in accordance with terms and conditions similar to those provided in the sample agreement appearing in the RFP/Q. The URS Team appreciates the opportunity to assist the City with this project and we look forward to working with you and the other Copermitees. If you have any questions, please contact us.

Sincerely,

URS CORPORATION AMERICAS

Signature on file

Robert K. Scott, P.G., C.Hg.
Vice President

RKS/kl



JOINT STAFF REPORT

IMPERIAL BEACH REDEVELOPMENT
AGENCY SUCCESSOR AGENCY
&
HOUSING AUTHORITY OF THE CITY OF IMPERIAL BEACH

TO: HONORABLE CHAIR AND MEMBERS OF THE BOARD

FROM: ANDY HALL, EXECUTIVE DIRECTOR *AH*

MEETING DATE: DECEMBER 4, 2013

ORIGINATING DEPT.: GREGORY WADE, DEPUTY DIRECTOR *GW*

SUBJECT: ADOPTION OF SUCCESSOR AGENCY RESOLUTION NO. SA-13-37 AND HOUSING AUTHORITY RESOLUTION NO. HA-13-16 CONFIRMING THAT ANY UNMET AFFORDABLE HOUSING OBLIGATIONS OF THE FORMER IMPERIAL BEACH REDEVELOPMENT AGENCY ARE AND HAVE BEEN RETAINED BY THE SUCCESSOR AGENCY AS ENFORCEABLE OBLIGATIONS TO BE FUNDED FROM THE REDEVELOPMENT PROPERTY TAX TRUST FUND AND WERE NOT TRANSFERRED TO THE SUCCESSOR HOUSING ENTITY, IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTION 34176(b)

EXECUTIVE SUMMARY:

Staff of the Successor Agency and the Housing Authority is requesting that the Successor Agency Board adopt Resolution No. SA-13-37, and that the Housing Authority Board, acting in its capacity as the Successor Housing Entity ("Successor Housing Entity") to the former Imperial Beach Redevelopment Agency ("Redevelopment Agency") adopt Resolution No. HA-13-16, respectively, confirming that any unmet affordable housing obligations of the former Redevelopment Agency, to the extent such obligations existed and continue to exist under the law, are and have been retained by the Successor Agency as enforceable obligations to be funded from the Redevelopment Property Tax Trust Fund (the "RPTTF") and were not transferred to the Successor Housing Entity, in accordance with California Health and Safety Code Section 34176(b). These proposed actions clarify and confirm the status of the Successor Agency's retention of any such affordable housing obligations of the former Redevelopment Agency imposed by and under the California Community Redevelopment Law.

BACKGROUND:

California Health and Safety Code ("Health and Safety Code") Sections 33334.2 and 33334.3 of the California Community Redevelopment Law ("Redevelopment Law") required the Redevelopment Agency to deposit into its Low and Moderate Income Housing Fund not less than twenty percent (20%) of taxes allocated to the Redevelopment Agency pursuant to Health

and Safety Code Section 33670 of the Redevelopment Law for the purposes of increasing, improving, and preserving the community's supply of low and moderate income housing.

In addition, the Redevelopment Law required the Redevelopment Agency to perform certain obligations in connection with increasing, improving, and preserving the community's supply of low and moderate income housing, with its Low and Moderate Income Housing Fund, and with other matters relating to affordable housing ("Affordable Housing Obligations"). The Redevelopment Agency funded its Affordable Housing Obligations with funds from its Low and Moderate Income Housing Fund.

Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) ("AB 26") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and to the Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the Health and Safety Code. Pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies.

AB 26 has since been amended by various enacted Legislation, namely by Assembly Bill No. 1484 ("AB 1484", Chapter 26, Statutes 2012), and Assembly Bill No. 1585 ("AB 1585") (AB 26, AB 1484, and AB 1585 are collectively referred to herein as the "Dissolution Act").

The City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85 of the Dissolution Act, electing for the City to serve as the Successor Agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency. In addition, the City Council of the City adopted Resolution No. 2012-7137 on January 5, 2012, pursuant to Part 1.85 of the Dissolution Act, designating the Housing Authority to serve as the Successor Housing Entity upon the dissolution of the Redevelopment Agency on February 1, 2012, and to receive the former Redevelopment Agency's rights, powers, assets, duties, and obligations associated with the housing activities of the former Redevelopment Agency. The Housing Authority adopted Resolution No. HA-12-06 on January 5, 2012 accepting the transfer of the rights, powers, assets, duties, and obligations associated with the housing activities of the former Redevelopment Agency as the Successor Housing Entity. Enforceable obligations retained by the Successor Agency and any amounts in the Low and Moderate Income Housing Fund, however, are not transferred to the Successor Housing Entity, in accordance with Health and Safety Code Section 34176(b) of the Dissolution Act.

On February 1, 2012, the Redevelopment Agency was dissolved by operation of law and the Successor Agency and Successor Housing Entity were established pursuant to the Dissolution Act.

Pursuant to Health and Safety Code Section 34175(b) of the Dissolution Act, on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings and equipment of the former Redevelopment Agency transferred by operation of law to the control of the Successor Agency for administration pursuant to Part 1.85 of the Dissolution Act. In addition, pursuant to Health and Safety Code Section 34176(b) of the Dissolution Act, all rights, powers,

duties, obligations, and housing assets as defined in Section 34176(e) associated with the housing activities of the former Redevelopment Agency, excluding enforceable obligations retained by the Successor Agency and any amounts in the Low and Moderate Income Housing Fund, were transferred to the Housing Authority acting in its capacity as the Successor Housing Entity.

The Dissolution Act has been interpreted to not permit or require any further deposits of taxes into the Low and Moderate Income Housing Fund for affordable housing purposes, as was otherwise required of the former Redevelopment Agency pursuant to Health and Safety Code Sections 33334.2 and 33334.3 of the Redevelopment Law. In addition, there is a question under the law of whether any unmet Affordable Housing Obligations of the former Redevelopment Agency, to the extent any such obligations existed, continue to exist under the law after the Redevelopment Agency's dissolution.

ANALYSIS:

In light of the various transfers of rights, powers, duties, obligations, and assets of the former Redevelopment Agency to the Successor Agency and to the Successor Housing Entity, the loss of taxes specifically allocated toward affordable housing purposes, the ambiguity in the law regarding the existence of unmet Affordable Housing Obligations of the former Redevelopment Agency, and the Successor Agency's retention of enforceable obligations of the former Redevelopment Agency, the Successor Agency and the Housing Authority, acting as the Successor Housing Entity, each desire to confirm that any unmet Affordable Housing Obligations of the former Redevelopment Agency, to the extent such obligations existed and continue to exist under the law, are and have been retained by the Successor Agency as enforceable obligations to be funded from the Redevelopment Property Tax Trust Fund and were not transferred to the Successor Housing Entity, in accordance with Health and Safety Code Section 34176(b) of the Dissolution Act.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no immediate direct fiscal impact to either the Successor Agency or the Housing Authority by the actions proposed and as provided in Successor Agency Resolution No. SA-13-37 and Housing Authority Resolution No. HA-13-16, respectively. Should any unmet Affordable Housing Obligations of the former Redevelopment Agency be determined to exist under the law, such Affordable Housing Obligations are and have been retained by the Successor Agency as enforceable obligations to be funded from the Redevelopment Property Tax Trust Fund ("RPTTF"), in accordance with Health and Safety Code Section 34176(b) of the Dissolution Act. However, requested payments for any such Affordable Housing Obligations from RPTTF must first be added to a Recognized Obligation Payment Schedule of the Successor Agency and are subject to the prior approval of both the Oversight Board and the California Department of Finance.

RECOMMENDATION:

Staff recommends the following:

1. That the Imperial Beach Redevelopment Agency Successor Agency adopt Resolution No. SA-13-37; and
2. That the Housing Authority of the City of Imperial Beach, acting in its capacity as the Successor Housing Entity, adopt Housing Authority Resolution No. HA-13-16, both of which confirm that any unmet affordable housing obligations of the former Redevelopment Agency, to the extent such obligations existed and continue to exist under the law, are and have been retained by the Successor Agency as enforceable obligations to be funded from the Redevelopment Property Tax Trust Fund and were not transferred to the Successor Housing Entity, in accordance with California Health and Safety Code Section 34176(b).

Attachments:

1. Successor Agency Resolution No. SA-13-37
2. Housing Authority Resolution No. HA-13-16

RESOLUTION NO. SA-13-37

A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY CONFIRMING THAT ANY UNMET AFFORDABLE HOUSING OBLIGATIONS OF THE FORMER IMPERIAL BEACH REDEVELOPMENT AGENCY, TO THE EXTENT SUCH OBLIGATIONS EXISTED AND CONTINUE TO EXIST UNDER THE LAW, ARE AND HAVE BEEN RETAINED BY THE SUCCESSOR AGENCY AS ENFORCEABLE OBLIGATIONS TO BE FUNDED FROM THE REDEVELOPMENT PROPERTY TAX TRUST FUND AND WERE NOT TRANSFERRED TO THE SUCCESSOR HOUSING ENTITY, IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTION 34176(b)

WHEREAS, the Imperial Beach Redevelopment Agency ("Redevelopment Agency") was a redevelopment agency in the City of Imperial Beach ("City"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) ("Redevelopment Law"); and

WHEREAS, California Health and Safety Code ("Health and Safety Code") Sections 33334.2 and 33334.3 of the Redevelopment Law required the Redevelopment Agency to deposit into its Low and Moderate Income Housing Fund not less than twenty percent (20%) of taxes allocated to the Redevelopment Agency pursuant to Health and Safety Code Section 33670 of the Redevelopment Law for the purposes of increasing, improving, and preserving the community's supply of low and moderate income housing; and

WHEREAS, the Redevelopment Law required the Redevelopment Agency to perform certain obligations in connection with increasing, improving, and preserving the community's supply of low and moderate income housing, with its Low and Moderate Income Housing Fund, and with other matters relating to affordable housing ("Affordable Housing Obligations"). The Redevelopment Agency funded its Affordable Housing Obligations with funds from its Low and Moderate Income Housing Fund; and

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) ("AB 26") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and to the Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484 ("AB 1484", Chapter 26, Statutes 2012), which amended certain provisions of AB 26. On September 29, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1585 ("AB 1585"), which further amended certain provisions of AB 26 as amended by AB 1484 (AB 26, AB 1484, and AB 1585 are collectively referred to herein as the "Dissolution Act"); and

WHEREAS, the Dissolution Act has been interpreted to not permit or require any further

deposits of taxes into the Low and Moderate Income Housing Fund for affordable housing purposes, as was otherwise required of the former Redevelopment Agency pursuant to Health and Safety Code Sections 33334.2 and 33334.3 of the Redevelopment Law; and

WHEREAS, there is a question under the law of whether any unmet Affordable Housing Obligations of the former Redevelopment Agency, to the extent any such obligations existed, continue to exist under the law after the Redevelopment Agency's dissolution; and

WHEREAS, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85 of the Dissolution Act, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under the Dissolution Act ("Successor Agency"); and

WHEREAS, on February 15, 2012, the Board of Directors of the Successor Agency, adopted Resolution No. SA-12-01 naming itself the "Imperial Beach Redevelopment Agency Successor Agency," the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85 of the Dissolution Act, and establishing itself as a separate legal entity with rules and regulations that will apply to the governance and operations of the Successor Agency; and

WHEREAS, the City Council of the City adopted Resolution No. 2012-7137 on January 5, 2012, pursuant to Part 1.85 of the Dissolution Act, designating the Housing Authority of the City of Imperial Beach ("Housing Authority") to serve as the successor housing entity to the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under the Dissolution Act ("Successor Housing Entity"), and to receive the former Redevelopment Agency's rights, powers, assets, duties, and obligations associated with the housing activities of the former Redevelopment Agency. The Housing Authority adopted Resolution No. HA-12-06 on January 5, 2012 accepting the transfer of the rights, powers, assets, duties, and obligations associated with the housing activities of the former Redevelopment Agency as the Successor Housing Entity. Enforceable obligations retained by the Successor Agency and any amounts in the Low and Moderate Income Housing Fund are not transferred to the Successor Housing Entity, in accordance with Health and Safety Code Section 34176(b) of the Dissolution Act; and

WHEREAS, on February 1, 2012, the Redevelopment Agency was dissolved by operation of law and the Successor Agency and Successor Housing Entity were established pursuant to the Dissolution Act.

WHEREAS, pursuant to Health and Safety Code Section 34175(b) of the Dissolution Act, on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings and equipment of the former Redevelopment Agency transferred by operation of law to the control of the Successor Agency for administration pursuant to Part 1.85 of the Dissolution Act.

WHEREAS, pursuant to Health and Safety Code Section 34176(b) of the Dissolution Act, all rights, powers, duties, obligations, and housing assets as defined in Section 34176(e) associated with the housing activities of the former Redevelopment Agency, excluding enforceable obligations retained by the Successor Agency and any amounts in the Low and Moderate Income Housing Fund, shall be transferred to the Housing Authority acting in its capacity as the Successor Housing Entity; and

WHEREAS, the Successor Agency desires to confirm that any unmet Affordable Housing Obligations of the former Redevelopment Agency, to the extent such obligations existed and continue to exist under the law, are and have been retained by the Successor

Agency as enforceable obligations to be funded from the Redevelopment Property Tax Trust Fund and were not transferred to the Successor Housing Entity, in accordance with Health and Safety Code Section 34176(b) of the Dissolution Act; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, the activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity proposed by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Imperial Beach Redevelopment Agency Successor Agency, as follows:

- Section 1.** The Successor Agency hereby determines that the foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The Successor Agency hereby confirms and determines that any unmet Affordable Housing Obligations of the former Redevelopment Agency, to the extent such obligations existed and continue to exist under the law, are and have been retained by the Successor Agency as enforceable obligations to be funded from the Redevelopment Property Tax Trust Fund and were not transferred to the Successor Housing Entity, in accordance with Health and Safety Code Section 34176(b) of the Dissolution Act.
- Section 3.** The Executive Director, or designee, of the Successor Agency is hereby authorized and directed to take such other actions and execute such other documents as are necessary or desirable to effectuate the intent of this Resolution on behalf of the Successor Agency.
- Section 4.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- Section 5.** The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the Successor Agency expressly

reserves any and all rights, privileges, and defenses available under law and equity.

Section 6. The Successor Agency determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

Section 7. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED by the Imperial Beach Redevelopment Agency Successor Agency at its meeting held on the 4th day of December 2013, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

JAMES C. JANNEY
CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, MMC
SECRETARY

RESOLUTION NO. HA-13-16

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF IMPERIAL BEACH, ACTING IN ITS CAPACITY AS THE SUCCESSOR HOUSING ENTITY TO THE FORMER IMPERIAL BEACH REDEVELOPMENT AGENCY, CONFIRMING THAT ANY UNMET AFFORDABLE HOUSING OBLIGATIONS OF THE FORMER IMPERIAL BEACH REDEVELOPMENT AGENCY, TO THE EXTENT SUCH OBLIGATIONS EXISTED AND CONTINUE TO EXIST UNDER THE LAW, ARE AND HAVE BEEN RETAINED BY THE SUCCESSOR AGENCY AS ENFORCEABLE OBLIGATIONS TO BE FUNDED FROM THE REDEVELOPMENT PROPERTY TAX TRUST FUND AND WERE NOT TRANSFERRED TO THE SUCCESSOR HOUSING ENTITY, IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTION 34176(b)

WHEREAS, the Imperial Beach Redevelopment Agency ("Redevelopment Agency") was a redevelopment agency in the City of Imperial Beach ("City"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) ("Redevelopment Law"); and

WHEREAS, California Health and Safety Code ("Health and Safety Code") Sections 33334.2 and 33334.3 of the Redevelopment Law required the Redevelopment Agency to deposit into its Low and Moderate Income Housing Fund not less than twenty percent (20%) of taxes allocated to the Redevelopment Agency pursuant to Health and Safety Code Section 33670 of the Redevelopment Law for the purposes of increasing, improving, and preserving the community's supply of low and moderate income housing; and

WHEREAS, the Redevelopment Law required the Redevelopment Agency to perform certain obligations in connection with increasing, improving, and preserving the community's supply of low and moderate income housing, with its Low and Moderate Income Housing Fund, and with other matters relating to affordable housing ("Affordable Housing Obligations"). The Redevelopment Agency funded its Affordable Housing Obligations with funds from its Low and Moderate Income Housing Fund; and

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) ("AB 26") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and to the Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484 ("AB 1484", Chapter 26, Statutes 2012), which amended certain provisions of AB 26. On September 29, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1585 ("AB 1585"), which further amended certain provisions of AB 26 as amended by AB 1484 (AB 26, AB 1484, and AB 1585 are collectively referred to herein as the "Dissolution Act"); and

WHEREAS, the Dissolution Act has been interpreted to not permit or require any further deposits of taxes into the Low and Moderate Income Housing Fund for affordable housing purposes, as was otherwise required of the former Redevelopment Agency pursuant to Health and Safety Code Sections 33334.2 and 33334.3 of the Redevelopment Law; and

WHEREAS, there is a question under the law of whether any unmet Affordable Housing Obligations of the former Redevelopment Agency, to the extent any such obligations existed, continue to exist under the law after the Redevelopment Agency's dissolution; and

WHEREAS, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85 of the Dissolution Act, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under the Dissolution Act ("Successor Agency"); and

WHEREAS, on February 15, 2012, the Board of Directors of the Successor Agency, adopted Resolution No. SA-12-01 naming itself the "Imperial Beach Redevelopment Agency Successor Agency," the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85 of the Dissolution Act, and establishing itself as a separate legal entity with rules and regulations that will apply to the governance and operations of the Successor Agency; and

WHEREAS, the City Council of the City adopted Resolution No. 2012-7137 on January 5, 2012, pursuant to Part 1.85 of the Dissolution Act, designating the Housing Authority of the City of Imperial Beach ("Housing Authority") to serve as the successor housing entity to the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under the Dissolution Act ("Successor Housing Entity"), and to receive the former Redevelopment Agency's rights, powers, assets, duties, and obligations associated with the housing activities of the former Redevelopment Agency. The Housing Authority adopted Resolution No. HA-12-06 on January 5, 2012 accepting the transfer of the rights, powers, assets, duties, and obligations associated with the housing activities of the former Redevelopment Agency as the Successor Housing Entity. Enforceable obligations retained by the Successor Agency and any amounts in the Low and Moderate Income Housing Fund are not transferred to the Successor Housing Entity, in accordance with Health and Safety Code Section 34176(b) of the Dissolution Act; and

WHEREAS, on February 1, 2012, the Redevelopment Agency was dissolved by operation of law and the Successor Agency and Successor Housing Entity were established pursuant to the Dissolution Act.

WHEREAS, pursuant to Health and Safety Code Section 34175(b) of the Dissolution Act, on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings and equipment of the former Redevelopment Agency transferred by operation of law to the control of the Successor Agency for administration pursuant to Part 1.85 of the Dissolution Act.

WHEREAS, pursuant to Health and Safety Code Section 34176(b) of the Dissolution Act, all rights, powers, duties, obligations, and housing assets as defined in Section 34176(e) associated with the housing activities of the former Redevelopment Agency, excluding enforceable obligations retained by the Successor Agency and any amounts in the Low and Moderate Income Housing Fund, shall be transferred to the Housing Authority acting in its capacity as the Successor Housing Entity; and

WHEREAS, the Housing Authority acting in its capacity as the Successor Housing Entity desires to confirm that any unmet Affordable Housing Obligations of the former Redevelopment

Agency, to the extent such obligations existed and continue to exist under the law, are and have been retained by the Successor Agency as enforceable obligations to be funded from the Redevelopment Property Tax Trust Fund and were not transferred to the Successor Housing Entity, in accordance with Health and Safety Code Section 34176(b) of the Dissolution Act; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, the activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity proposed by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Imperial Beach acting in its capacity as the Successor Housing Entity, as follows:

- Section 1.** The Housing Authority hereby determines that the foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The Housing Authority hereby confirms and determines that any unmet Affordable Housing Obligations of the former Redevelopment Agency, to the extent such obligations existed and continue to exist under the law, are and have been retained by the Successor Agency as enforceable obligations to be funded from the Redevelopment Property Tax Trust Fund and were not transferred to the Successor Housing Entity, in accordance with Health and Safety Code Section 34176(b) of the Dissolution Act.
- Section 3.** The Executive Director, or designee, of the Housing Authority is hereby authorized and directed to take such other actions and execute such other documents as are necessary or desirable to effectuate the intent of this Resolution on behalf of the Housing Authority.
- Section 4.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Housing Authority declares that its board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- Section 5.** The adoption of this Resolution is not intended to and shall not constitute a waiver by the Housing Authority of any constitutional, legal or equitable rights that the Successor Agency or Housing Authority may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the

Dissolution Act, and any and all related legal and factual issues, and the Housing Authority expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 6. The Housing Authority determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

Section 7. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED by the Housing Authority of the City of Imperial Beach at its meeting held on the 4th day of December 2013, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

JAMES C. JANNEY
CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, MMC
SECRETARY