

## **City Council Agenda Regular Meeting - 6:00 p.m.**

**Wednesday, April 17, 2024  
Council Chambers  
825 Imperial Beach Boulevard  
Imperial Beach, CA 91932**

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

Public Comments: Members of the public can participate in-person at the City Council meeting to provide public comments. Members of the public can also submit written comments prior to the City Council meeting via e-mail at: [comments@imperialbeachca.gov](mailto:comments@imperialbeachca.gov). Copies of the written comments received by noon on the day of the City Council meeting will be provided to the City Council and be made available to the public at the City Council meeting. They will be part of the official record of the meeting, but they will not be read aloud at the meeting. Members of the public who wish to watch City Council meetings, are encouraged to stream from the City website at: [https://www.imperialbeachca.gov/council\\_meetings](https://www.imperialbeachca.gov/council_meetings).

In compliance with the Americans with Disabilities Act, the City of Imperial Beach requests that individuals who require reasonable accommodation to fully participate in this meeting contact the City Clerk's office at (619) 628-2347 or TTY 711 as soon as possible during regular business hours and not later than at least twelve (12) hours in advance of the meeting to discuss your accessibility needs.

**Foreign language and American Sign Language interpretation services are now available for City Council meetings. Contact the City Clerk's office at (619) 628-2347 or TTY 711 by noon on Monday prior to the meeting.**

Any writings or documents provided to a majority of the City Council/Planning Commission/Public Financing Authority/Housing Authority/I.B. RDA Successor Agency regarding any item on this agenda will be available to the public on the City's website at: <https://pub-imperialbeach.escribemeetings.com/?Year=2024>

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. REIMBURSEMENT DISCLOSURES/REPORTS ON ASSIGNMENTS AND COMMITTEES

All City Council assignments are available for review in the City Clerk's Office.

5. COMMUNICATIONS FROM CITY STAFF

6. 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.

7. PRESENTATIONS

7.a PROCLAMATION RECOGNIZING SAN DIEGO COUNTY FAIR DAY. (0410-30)

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**Recommendation:**

That the City Council approve the Proclamation.

7.b PRESENTATION ON SB 1178 BY STATE SENATOR PADILLA'S OFFICE. (0460-20)\*

7.c PRESENTATION ON SB 1208 BY STATE SENATOR PADILLA'S OFFICE. (0460-20)\*

7.d SHERIFF'S DEPARTMENT UPDATE BY SHERIFF'S LT. AL GATHINGS. (0260-80)\*

\*No Staff Report.

8. CONSENT CALENDAR

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 the item is removed from the Consent Calendar by action of the City Council. A Councilmember or member of the public may make a comment on any item on the Consent Calendar.

**Recommendation:**

To approve Consent Calendar Item Nos. 8.a through 8.i.

8.a RATIFICATION OF WARRANT REGISTER FOR THE PERIOD FROM MARCH 23, 2024 TO APRIL 5, 2024. (0300-25)

8

**Recommendation:**

Staff is seeking that the City Council ratify and file the Warrant Register Report.

|     |  |    |
|-----|--|----|
| 8.b | <b>RESOLUTION NO. 2024-019 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A SUBSCRIPTION AGREEMENT WITH ESCRIBE FOR MEETING AND AGENDA AUTOMATION SOFTWARE AND LIVESTREAMING OF CITY COUNCIL MEETINGS. (0180-20)</b>                                | 18 |
|     | <b>Recommendation:</b><br>Adopt Resolution No. 2024-019 authorizing the City Manager to negotiate and execute a Subscription Agreement with eSCRIBE for meeting and agenda automation software and livestreaming of City Council meetings.                 |    |
| 8.c | <b>APPROVAL OF RESOLUTION NO. 2024-021 TO APPOINT SPECIAL COUNSEL TO ASSIST THE CITY WITH THE 2024 ELECTION CYCLE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A LEGAL SERVICES AGREEMENT. (0430-40 &amp; 0440-30)</b>                                     | 21 |
|     | <b>Recommendation:</b><br>Approve Resolution No. 2024-021.   |    |
| 8.d | <b>EXTENSION OF TERMS OF OFFICE FOR MEMBERS ON THE PARKS AND RECREATION COMMITTEE. (0120-80)</b>   | 34 |
|     | <b>Recommendation:</b><br>Staff recommends the City Council, by majority vote, takes action to extend the terms of office for Parks and Recreation Committee Members Veronica Archer and Karl Bradley to December 31, 2024.                                |    |
| 8.e | <b>ADOPTION OF RESOLUTION NO. 2024-022 AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH SOUTHWESTERN COMMUNITY COLLEGE TO CONTINUE THE FIRE-RESCUE TRAINING PROGRAM. (0250-63)</b>   | 35 |
|     | <b>Recommendation:</b><br>That the City Council adopt Resolution NO. 2024-022 authorizing the City Manager to renew the agreement with Southwestern Community College to continue the Fire Training Program.   |    |
| 8.f | <b>ADOPTION OF RESOLUTION NUMBER 2024-023 ACCEPTING THE 2022 STATE HOMELAND SECURITY GRANT (SHSG) ALLOCATION OF \$17,453 IN THE FORM OF REIMBURSEMENT FOR THE PURCHASE OF SIX VHF AND ONE 800 MEGAHERTZ (MHZ) PORTABLE RADIOS. (0390-86 &amp; 0800-30)</b> | 44 |
|     | <b>Recommendation:</b><br>That the City Council adopt Resolution No. 2024-023 accepting the State Homeland Security Grant allocation of \$17,453 in the form of reimbursement for the purchase of six VHF and one 800 MHz portable radios.                 |    |
| 8.g | <b>RESOLUTION NO. 2024-024 APPROVING THE FOURTH AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE METRO WASTEWATER JOINT POWERS AUTHORITY TO AMEND SECTION 3.02 AND SECTION 3.05 OF THE AGREEMENT. (0830-05)</b>                                 | 49 |
|     | <b>Recommendation:</b><br>Adopt Resolution No. 2024-024 approving the fourth amendment to the Joint Exercise of Powers Agreement for the Metro Wastewater Joint Powers Authority to Amend Section 3.02 and Section 3.05 of the Agreement.                  |    |

|      |  |    |
|------|--|----|
| 8.h  | <b>CONSIDER APPROVAL OF SPECIAL EVENT PERMIT APPLICATION FOR USE OF PIER PLAZA FOR THE ANNUAL POW WOW BY THE SEA EVENT. (1040-10)</b>  | 56 |
|      | <b>Recommendation:</b><br>Staff recommends the City Council consider approving a special event permit requested from the One World Bridge event applicant to activate Pier Plaza as an event venue for their 2024 Annual Pow Wow on the Sea Event on Saturday, June 15, and Sunday, June 16, 2024.   |    |
| 8.i  | <b>RESOLUTION NO. 2024-026 ADDING THE FY24 DEMPSEY CENTER HVAC PROJECT TO THE CAPITAL IMPROVEMENT PROGRAM; APPROPRIATE \$275,000 TO THE PROJECT BUDGET; AND AWARD A CONTRACT TO TRANE TECHNOLOGIES FOR CONSTRUCTION OF THE PROJECT. (0910-20)</b>  | 69 |
|      | <b>Recommendation:</b><br>Adopt Resolution No. 2024-026 to: (1) add the FY24 Dempsey Center HVAC Project (F24102) to the Imperial Beach Capital Improvement Program; (2) authorize the appropriation of \$275,000 to the Project budget; and (3) award a Public Works contract for a not to exceed amount of \$275,000 to Trane Technologies to construct the Project. |    |
| 9.   | <b>ORDINANCES/INTRODUCTION &amp; FIRST READING</b><br>None.  |    |
| 10.  | <b>PUBLIC HEARINGS</b><br>None.  |    |
| 11.  | <b>REPORTS</b>   |    |
| 11.a | <b>RESOLUTION 2024-027 DENOUNCING ANY MODIFICATIONS TO THE MATERNITY WARD OR LABOR AND DELIVERY MEDICAL SERVICES AT SCRIPPS MERCY HOSPITAL CHULA VISTA. (0240-20)</b>  | 86 |
|      | <b>Recommendation:</b><br>Consider resolution.   |    |
| 11.b | <b>RESOLUTION NO. 2024-025 APPROVING EIGHTH AMENDMENT TO AGREEMENT BETWEEN THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) AND THE CITY OF IMPERIAL BEACH FOR ADMINISTRATION OF FOR-HIRE VEHICLE REGULATIONS. (0680-70 &amp; 0680-75)</b>  | 89 |
|      | <b>Recommendation:</b><br>Staff recommends that the City Council adopt Resolution No. 2024-025 approving an eighth amendment to an Agreement for the administration of For-Hire Vehicle Regulations between San Diego Metropolitan Transit System (MTS) and the City of Imperial Beach and authorize the City Manager to execute the agreement.                        |    |
| 11.c | <b>RESOLUTION 2024-020 RECOGNIZING APRIL AS "EARTH MONTH" IN THE CITY OF IMPERIAL BEACH. (0230-40)</b>   | 95 |
|      | <b>Recommendation:</b><br>Adopt Resolution No. 2024-020 to recognize the month of April as "Earth Month" in the City of Imperial Beach.  |    |



12. I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS  
None.
13. ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)
14. CITY COUNCIL FUTURE AGENDA REQUESTS
15. ADJOURN REGULAR MEETING



CITY COUNCIL

STAFF REPORT

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April 17, 2024

**ITEM TITLE: PROCLAMATION RECOGNIZING SAN DIEGO COUNTY FAIR DAY. (0410-30)**

**ORIGINATING DEPARTMENT:**

Mayor

**RECOMMENDATION:**

That the City Council approve the Proclamation.

**ATTACHMENTS:**

ATT 1 - Proclamation



## PROCLAMATION

### SAN DIEGO COUNTY FAIR DAY

**WHEREAS**, the San Diego County Fair, produced by the 22nd District Agricultural Association is the region's biggest celebration. While it is hosted annually at the Del Mar Fairgrounds, it serves the entire county, including the beautiful City of Imperial Beach; and

**WHEREAS**, the San Diego County Fair first began in 1880. While it has evolved and changed names and locations over the years, the San Diego County Fair has continued to serve as a gathering place for San Diegans to have fun, dine together, listen to music, enjoy rides and games, see live entertainment, and learn about agriculture and the world around them; and

**WHEREAS**, the San Diego County Fair provides opportunities for local small businesses, farmers, landscapers, gardeners, artists, crafters, woodworkers, photographers, collectors, and others to showcase their wares and talents. The Fair helps promote San Diego County and brings area businesses, families, neighbors, and diverse communities closer together in a festive atmosphere; and

**WHEREAS**, the San Diego County Fair forms key partnerships with groups such as nonprofits, schools, sponsors, and youth development organizations to make the annual festivities more equitable, more educational and more exciting for young people. Student Showcase, Best of K-6, the Junior Livestock Show, Plant Grow Eat, Fair For All, Kids Days and Care N' Share Toy Drive are some of the programs that are a result of great partnerships between the San Diego County Fair and the San Diego County community; and

**WHEREAS**, Imperial Beach residents are able to easily visit the Fair using the region's bus and train stations thanks to the Fair Tripper, a combination of Fair and Metropolitan Transit System bus and Trolley ticket, and free shuttle service from Solana Beach Station; and

**WHEREAS**, the 2024 San Diego County Fair runs from June 12 – July 7, except for Mondays and Tuesdays, providing 20 days of fun, family, food, adventure, entertainment, educational opportunities for residents of Imperial Beach and other San Diego County communities; and.

**WHEREAS**, the 2024 San Diego County Fair's theme is "Let's Go Retro" focusing on the era of the 1950s through the 1990s — a period of time that saw Imperial Beach grow from a sparsely populated rural town to a vibrant coastal community.

**NOW, THEREFORE, BE IT PROCLAIMED** that I, Paloma Aguirre, Mayor of the City of Imperial Beach, together with the City Council, hereby proclaim do hereby proclaim June 12, 2024, as San Diego County Fair Day in the City of Imperial Beach and recognize the San Diego's County Fair's longstanding significance to our diverse communities.

Dated: April 17, 2024.

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Paloma Aguirre, Mayor

April 17, 2024

ITEM TITLE: RATIFICATION OF WARRANT REGISTER FOR THE PERIOD FROM MARCH 23, 2024, TO APRIL 5, 2024. (0300-25)

ORIGINATING DEPARTMENT: Finance

EXECUTIVE SUMMARY:

Staff is recommending that the City Council ratify the accompanying Warrant Register for the period from March 23, 2024, to April 5, 2024, in the amount of \$717,730.70.

RECOMMENDATION:

Staff is seeking that the City Council ratify and file the Warrant Register Report.

OPTIONS:

- Receive and file the report from the City Manager
- Provide direction to the City Manager to take a specific action.
- Request additional information and an additional report.

BACKGROUND/ANALYSIS:

The City of Imperial Beach issues accounts payable and payroll disbursements on a regular basis and presents it to the City Council for ratification at its next regular scheduled meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from March 23, 2024, to April 5, 2024, in the amount of \$717,730.70, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate department staff. The Finance Director or designee certifies the accuracy of the attached register and the availability of funds for payment.

Warrants above \$100,000 have been highlighted and explained in the table below:

| VENDOR | CHECK | DESCRIPTION | AMOUNT |
|--------|-------|-------------|--------|
| N/A    |       |             |        |
|        |       |             |        |

The following registers are submitted for Council ratification:

**Accounts Payable:**

| <b>DATE</b> | <b>CHECK NUMBER</b> | <b>AMOUNT(S)</b> |
|-------------|---------------------|------------------|
| 3/28/2024   | CK102733-CK102774   | \$ 192,002.33    |
| 4/4/2024    | CK102775-CK102807   | 104,629.92       |
|             |                     |                  |
|             | <b>Sub-Total</b>    | \$ 296,632.25    |

| <b>DATE</b> | <b>EFT/DRAFT NUMBER</b>                              | <b>AMOUNT(S)</b> |
|-------------|--|------------------|
| 3/31/2024   | DFT0007897   | \$ 25.00         |
| 4/2/2024    | DFT0007952-53  | 698.43           |
| 4/3/2024    | DFT0007954, DFT0007963-81, DFT0007985-88, DFT0007990 | 175,679.45       |
|             |  |                  |
|             | <b>Sub-Total</b>                                     | \$ 176,402.88    |

**Check Reversals/Voids:**

| <b>DATE</b> | <b>CHECK/EFT NUMBER</b> | <b>AMOUNT(S)</b> |
|-------------|-------------------------|------------------|
| N/A         | N/A                     | \$               |
|             |                         |                  |
|             | <b>Sub-Total</b>        | \$               |

Total reflected in the attached Expense Approval Report: **\$ 473,035.13**

**Payroll Checks/Direct Deposits**

| <b>DATE</b> | <b>CHECK/EFT NUMBER</b> | <b>AMOUNT(S)</b> |
|-------------|-------------------------|------------------|
| 3/28/2024   | CK49078-81; EFT0000185  | \$ 244,695.57    |
|             |                         |                  |
|             | <b>Sub-Total</b>        | \$ 244,695.57    |

**TOTAL: \$ 717,730.70**

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL ANALYSIS:**

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

**ATTACHMENTS:**

ATT 1 - Expense Approval Report – 3.23.2024-4.5.2024



Imperial Beach, CA

## Expense Approval Report

By (None)

Payment Dates 3/23/2024 - 4/5/2024

| Payment Date | Payment Number | Vendor Name                 | Description (Item)  | Payable Number | Account Number    | Purchase Order Number | Amount    |
|--------------|----------------|-----------------------------|---|----------------|-------------------|-----------------------|-----------|
| 03/28/2024   | 102733         | ANITA M KEREZSI             | FY24 SB90 CONSULTING SRV... I BEACH-24-2                  |                | 101-1210-413.2006 |                       | 2,500.00  |
| 03/28/2024   | 102734         | AZTEC LANDSCAPING INC       | FEB 2024 LANDSCAPE/STOR... L4099                          |                | 101-5050-435.2801 | 240049                | 2,860.80  |
| 03/28/2024   | 102735         | BOUND TREE MEDICAL, LLC     | AED - MVHS POOL 85271114                                  |                | 101-6012-451.3005 |                       | 2,118.72  |
| 03/28/2024   | 102736         | BROADCAST MUSIC, INC        | 03/01/24-02/28/25 EVENT A... 52307998                     |                | 101-6014-451.2814 |                       | 435.00    |
| 03/28/2024   | 102737         | CALIFORNIA AMERICAN WAT...  | 02/13/24-03/12/24 - 840 IM... 1015-210019335248 03/18/... |                | 101-6020-452.2702 |                       | 377.63    |
| 03/28/2024   | 102737         | CALIFORNIA AMERICAN WAT...  | 02/13/24-03/12/24 - 820 IM... 1015-210019335347 03/18/... |                | 101-1910-419.2702 |                       | 174.27    |
| 03/28/2024   | 102737         | CALIFORNIA AMERICAN WAT...  | 02/10/24-03/11/24 - 401 IM... 1015-210021068367 03/18/... |                | 601-5060-436.2702 |                       | 940.04    |
| 03/28/2024   | 102738         | CANDELARIA RAMIREZ          | FEB 2024 CHAIR/FLOOR YOG... 352024CR10                    |                | 101-6010-451.2107 |                       | 145.20    |
| 03/28/2024   | 102739         | CONNIE GATLIN               | FEB 2024 FIT 4 DRUMS - SET ... 31824CG1                   |                | 101-6010-451.2107 |                       | 300.00    |
| 03/28/2024   | 102740         | COUNTY OF SAN DIEGO         | 2024 CUPA PROGRAM OVERS... DEH2005-HUPFP-205779 FD        |                | 101-3020-422.2006 |                       | 10.00     |
| 03/28/2024   | 102740         | COUNTY OF SAN DIEGO         | TEMPORARY EVENT ORGANI... DEH2022-FTEO-005944 2024...     |                | 101-6014-451.2808 |                       | 319.00    |
| 03/28/2024   | 102741         | COUNTY OF SAN DIEGO         | FEB 2024 DOCUMENT RECO... 202400229                       |                | 101-1230-413.2904 |                       | 24.00     |
| 03/28/2024   | 102742         | ECKENROTH PUBLICATIONS      | 02/08/24 NOTICE - MTS PUBL... 145332                      |                | 101-1020-411.2807 | 240062                | 95.00     |
| 03/28/2024   | 102743         | EMPATHIA PACIFIC, INC.      | JUN 2024 - EMPLOYEE ASSIS... 120214                       |                | 101-1130-412.2006 |                       | 320.00    |
| 03/28/2024   | 102743         | EMPATHIA PACIFIC, INC.      | MAY 2024 - EMPLOYEE ASSIS... 120214                       |                | 101-1130-412.2006 |                       | 320.00    |
| 03/28/2024   | 102744         | EXOS WORKS, INC.            | JAN 2024 - MVHS POOL STAF... INV059763                    |                | 101-6012-451.2006 |                       | 15,347.75 |
| 03/28/2024   | 102745         | FAAMALO LUTU                | REIMB. MILEAGE - PALM SPR... 03-12-2024                   |                | 101-6030-453.2804 |                       | 181.84    |
| 03/28/2024   | 102746         | FLYERS ENERGY LLC           | 02/22/24 - 1,001 GAS, 116 D... 24-034141                  |                | 501-1921-419.2815 |                       | 4,764.36  |
| 03/28/2024   | 102746         | FLYERS ENERGY LLC           | 02/29/24 - 1,100 GAS, 60 DSL 24-040021                    |                | 501-1921-419.2815 |                       | 5,260.93  |
| 03/28/2024   | 102746         | FLYERS ENERGY LLC           | 03/07/24 - 1,100 GAS, 148 D... 24-046406                  |                | 501-1921-419.2815 |                       | 5,665.70  |
| 03/28/2024   | 102746         | FLYERS ENERGY LLC           | 03/14/24 - 900 GAS, 92 DSL 24-051523                      |                | 501-1921-419.2815 |                       | 4,553.96  |
| 03/28/2024   | 102746         | FLYERS ENERGY LLC           | 03/18/24 - TRANSMISSION O... 24-052346                    |                | 501-1921-419.2815 |                       | 332.21    |
| 03/28/2024   | 102746         | FLYERS ENERGY LLC           | 03/18/24 - MOTOR OIL 5-30... 24-053182                    |                | 501-1921-419.2815 |                       | 1,930.25  |
| 03/28/2024   | 102747         | GO-STAFF, INC.              | WE 03/17/24 PARKS TEMP J ... 317219                       |                | 101-6020-452.2101 | 240191                | 1,293.36  |
| 03/28/2024   | 102748         | GRAINGER                    | FRAME CLEAR,WIRING ADAP... 9033363137                     |                | 501-1921-419.2816 |                       | 401.66    |
| 03/28/2024   | 102748         | GRAINGER                    | RETURN - AIR HOSES (2) 9040620834                         |                | 501-1921-419.2816 |                       | -170.72   |
| 03/28/2024   | 102748         | GRAINGER                    | AIR HOSES (2) 9040971823                                  |                | 501-1921-419.2816 |                       | 160.97    |
| 03/28/2024   | 102748         | GRAINGER                    | KNOBS - TRUCK 625 9056875314                              |                | 501-1921-419.2816 |                       | 44.43     |
| 03/28/2024   | 102748         | GRAINGER                    | PAPER WRAP, SANITIZER WI... 9957116909                    |                | 501-1921-419.3002 |                       | 29.79     |
| 03/28/2024   | 102749         | JOANNA L. HUNTSBERGER       | FEB 2024 IB WALKING - SENI... 312024JH6                   |                | 101-6030-453.2310 |                       | 200.00    |
| 03/28/2024   | 102750         | LIEBERT, CASSIDY, WHITMO... | FEB 2024 - GRAL SRVCS 261742                              |                | 101-1130-412.2006 |                       | 831.00    |
| 03/28/2024   | 102751         | LLOYD PEST CONTROL          | 03/19/24 - 495 10TH ST #11... 8405230                     |                | 101-1910-419.2022 | 240028                | 58.00     |
| 03/28/2024   | 102752         | LORENA ALLEN                | FEB 2024 IB WALKING - SEN... 2132024LA09                  |                | 101-6030-453.2310 |                       | 200.00    |
| 03/28/2024   | 102752         | LORENA ALLEN                | MAR 2024 IB WALKING - SEN... 3112024LA10                  |                | 101-6030-453.2310 |                       | 200.00    |
| 03/28/2024   | 102753         | MAINTEX, INC.               | GLOVES (3CS) - PARK RANGE... 1073412-00                   |                | 101-6016-451.3002 |                       | 192.11    |
| 03/28/2024   | 102753         | MAINTEX, INC.               | GLOVES (2CS) - PARK RANGE... 1073412-01                   |                | 101-6016-451.3002 |                       | 144.42    |
| 03/28/2024   | 102754         | MAIRA MEZA                  | 03/02/24 PAINTING CLASS 0181                              |                | 101-6010-451.2107 |                       | 300.00    |
| 03/28/2024   | 102755         | MICHAEL BAKER INTERNATI...  | THROUGH 03/03/24 - 9TH ST .. 1207098                      |                | 202-5016-531.2006 | 240115                | 2,969.94  |

## Expense Approval Report

Payment Dates: 3/23/2024 - 4/5/2024

| Payment Date | Payment Number | Vendor Name                  | Description (Item)             | Payable Number  | Account Number    | Purchase Order Number | Amount    |
|--------------|----------------|------------------------------|--------------------------------|-----------------|-------------------|-----------------------|-----------|
| 03/28/2024   | 102755         | MICHAEL BAKER INTERNATI...   | THROUGH 03/03/24 - 9TH ST ...  | 1207098         | 214-5000-532.2006 | 240115                | 26,729.45 |
| 03/28/2024   | 102756         | NEXTAFF GROUP, LLC.          | WE 02/25/24 CC TEMP E M...     | 5055319         | 101-1020-411.2101 |                       | 600.00    |
| 03/28/2024   | 102756         | NEXTAFF GROUP, LLC.          | WE 02/25/24 HR TEMP E M...     | 5055319         | 101-1130-412.2101 |                       | 300.00    |
| 03/28/2024   | 102756         | NEXTAFF GROUP, LLC.          | WE 03/03/24 CC TEMP E M...     | 5055385         | 101-1020-411.2101 |                       | 600.00    |
| 03/28/2024   | 102756         | NEXTAFF GROUP, LLC.          | WE 03/03/24 HR TEMP E M...     | 5055385         | 101-1130-412.2101 |                       | 300.00    |
| 03/28/2024   | 102756         | NEXTAFF GROUP, LLC.          | WE 03/10/24 CC TEMP E M...     | 5055581         | 101-1020-411.2101 |                       | 862.50    |
| 03/28/2024   | 102756         | NEXTAFF GROUP, LLC.          | WE 03/10/24 HR TEMP E M...     | 5055581         | 101-1130-412.2101 |                       | 300.00    |
| 03/28/2024   | 102757         | NV5 INC                      | OCT 2023 - SPORTS PARK (P...   | 362067          | 214-5000-532.2006 |                       | 6,706.76  |
| 03/28/2024   | 102757         | NV5 INC                      | NOV 2023 - SPORTS PARK (P...   | 366371          | 214-5000-532.2006 |                       | 1,490.39  |
| 03/28/2024   | 102757         | NV5 INC                      | DEC 2023 - SPORTS PARK (P...   | 373297          | 214-5000-532.2006 |                       | 2,235.58  |
| 03/28/2024   | 102758         | O'REILLY AUTO PARTS #3980    | OIL FILTERS(2), WIPER BLADE... | 3980-137841     | 501-1921-419.2816 |                       | 45.98     |
| 03/28/2024   | 102758         | O'REILLY AUTO PARTS #3980    | HORN, HORN BUTTON - FOR...     | 3980-137842     | 501-1921-419.2816 |                       | 66.10     |
| 03/28/2024   | 102758         | O'REILLY AUTO PARTS #3980    | PARKING BRAKE SWITCH, MI...    | 3980-137974     | 501-1921-419.2816 |                       | 39.57     |
| 03/28/2024   | 102758         | O'REILLY AUTO PARTS #3980    | TIRE VALVES (4)                | 3980-138060     | 501-1921-419.2816 |                       | 8.44      |
| 03/28/2024   | 102758         | O'REILLY AUTO PARTS #3980    | VALVE STEM (4) - BOBCAT        | 3980-138304     | 501-1921-419.2816 |                       | 5.66      |
| 03/28/2024   | 102759         | PLAYCORE WISCONSIN, INC.     | ROLL COAT - SPORTS PARK        | PJI-0227715     | 101-6020-452.2801 | 240123                | 12,413.65 |
| 03/28/2024   | 102760         | PUBLIC RESTROOM COMPANY      | FEB 2024 RESTROOM REPLA...     | 25116           | 420-6020-552.2006 | 230248-R1             | 57,502.00 |
| 03/28/2024   | 102761         | SEMITORR GROUP, LLC.         | INTERGRINEX CONTROLLER(2...    | 5601211         | 601-5060-436.5004 | 240177                | 12,464.85 |
| 03/28/2024   | 102762         | SITEONE LANDSCAPE SUPPLY,... | HERBICIDE FOR WEED TREA...     | 138808925-001B  | 101-6040-454.3002 | 240037                | 666.64    |
| 03/28/2024   | 102763         | SONIA MAYORGA                | JAN 2024 - IB WALKING CLUB     | 1232023SM3      | 101-6030-453.2310 |                       | 200.00    |
| 03/28/2024   | 102764         | SOUTHWEST BOULDER & ST...    | MEXICAN BEACH MIXED, PAL...    | 625846          | 214-5000-532.2006 |                       | 591.03    |
| 03/28/2024   | 102764         | SOUTHWEST BOULDER & ST...    | LG WET LOOK SEALER, WEED...    | 626993          | 214-5000-532.2006 |                       | 161.47    |
| 03/28/2024   | 102764         | SOUTHWEST BOULDER & ST...    | DG BINDER (3)                  | 628176          | 101-6020-452.2801 |                       | 111.97    |
| 03/28/2024   | 102765         | SPARKLETTS                   | 03/05/24, 03/19/24 WATER ...   | 22581104 032124 | 101-5020-432.3001 |                       | 235.74    |
| 03/28/2024   | 102766         | SUZANNE DUVALL               | FEB 2024 CHAIR/GOLD ZUM...     | 352024SD10      | 101-6010-451.2107 |                       | 72.60     |
| 03/28/2024   | 102767         | TOM SANTOS                   | SNACKS - MARCH WELLNESS ...    | 605869          | 101-3020-422.2804 |                       | 18.28     |
| 03/28/2024   | 102768         | TRANE U.S. INC.              | RETENTION - CITY HALL HVAC     | 314412979       | 401-0000-202.0000 |                       | 3,653.50  |
| 03/28/2024   | 102769         | VERIZON BUSINESS SERVICES    | FEB 2024 SV202864 - PW         | 72864149        | 503-1923-419.2704 |                       | 182.12    |
| 03/28/2024   | 102769         | VERIZON BUSINESS SERVICES    | FEB 2024 SV886848 - SENIOR...  | 72865358        | 503-1923-419.2704 |                       | 88.01     |
| 03/28/2024   | 102769         | VERIZON BUSINESS SERVICES    | FEB 2024 SV202863 - LG         | 72865378        | 503-1923-419.2704 |                       | 120.16    |
| 03/28/2024   | 102769         | VERIZON BUSINESS SERVICES    | FEB 2024 SV202862 - FD         | 72865433        | 503-1923-419.2704 |                       | 114.16    |
| 03/28/2024   | 102770         | VIRTUAL PROJECT MANAGER,...  | MAR 2024 SOFTWARE SYS ...      | 12-3974         | 214-5000-532.2006 |                       | 500.00    |
| 03/28/2024   | 102771         | WEST COAST ARBORISTS         | 03/01/24-03/15/24 - CITYWI...  | 212236          | 101-6020-452.2104 |                       | 4,716.80  |
| 03/28/2024   | 102772         | YELLOW ENVIRONMENTAL S...    | GOPHER/SQUIRREL OTS - SP...    | A2539           | 101-6020-452.2104 | 240195                | 450.00    |
| 03/28/2024   | 102773         | ZOLL MEDICAL CORPORATION     | 03/05/24-03/04/25 1YR WA...    | 90098204        | 101-3020-422.2006 |                       | 1,208.00  |
| 03/28/2024   | 102774         | ZUMAR INDUSTRIES INC.        | DO NOT BACK IN SIGNS (6) - ... | 8950            | 214-5000-532.2006 |                       | 409.30    |
| 04/04/2024   | 102775         | ADVANCED IMAGING SOLUT...    | 02/20/24-03/19/24 COPIER L...  | 36220018        | 101-1920-419.2017 |                       | 2,752.96  |
| 04/04/2024   | 102775         | ADVANCED IMAGING SOLUT...    | 02/20/24-03/19/24 USAGE F...   | 36220018        | 101-1920-419.2017 |                       | 1,453.15  |
| 04/04/2024   | 102776         | AGRICULTURAL PEST CONTR...   | 03/21/24 BIRD CONTROL          | 738369          | 101-6040-454.2022 | 240039                | 500.00    |
| 04/04/2024   | 102777         | CHULA VISTA ALARM, INC       | APR 2024 PW - 495 10TH ST      | 71564           | 101-1910-419.2023 | 240026                | 55.00     |
| 04/04/2024   | 102777         | CHULA VISTA ALARM, INC       | APR 2024 EOC - 825 IB BLVD     | 71591           | 101-1910-419.2023 | 240026                | 49.95     |
| 04/04/2024   | 102777         | CHULA VISTA ALARM, INC       | APR 2024 PW REAR BLDGS - ...   | 71610           | 101-1910-419.2023 | 240026                | 55.00     |
| 04/04/2024   | 102777         | CHULA VISTA ALARM, INC       | APR 2024 REC CTR - 425 IB B... | 71622           | 101-1910-419.2023 | 240026                | 39.95     |
| 04/04/2024   | 102777         | CHULA VISTA ALARM, INC       | APR 2024 COMM CTR - 1075 ...   | 71634           | 101-1910-419.2023 | 240026                | 30.00     |

## Expense Approval Report

Payment Dates: 3/23/2024 - 4/5/2024

| Payment Date | Payment Number | Vendor Name                | Description (Item)             | Payable Number       | Account Number    | Purchase Order Number | Amount    |
|--------------|----------------|----------------------------|--------------------------------|----------------------|-------------------|-----------------------|-----------|
| 04/04/2024   | 102777         | CHULA VISTA ALARM, INC     | APR 2024 VETERANCE PARK ...    | 71635                | 101-1910-419.2023 | 240026                | 45.00     |
| 04/04/2024   | 102778         | COUNTY OF SAN DIEGO        | EXEMPT FEE USE-23-0037 - 1...  | 03292024 USE-23-0037 | 101-0000-221.0102 |                       | 50.00     |
| 04/04/2024   | 102779         | COUNTY OF SAN DIEGO        | EXEMPT FEE USE-23-0036 - 1...  | 292024 USE-23-0036   | 101-0000-221.0102 |                       | 50.00     |
| 04/04/2024   | 102780         | COX COMMUNICATIONS         | 03/22/24-04/21/24 - 495 10...  | 03-22-2024 4601      | 503-1923-419.2104 |                       | 241.45    |
| 04/04/2024   | 102780         | COX COMMUNICATIONS         | 03/25/24-04/24/24 - 825 IB ... | 03-25-2024 0701      | 503-1923-419.2104 |                       | 900.00    |
| 04/04/2024   | 102781         | ECKENROTH PUBLICATIONS     | 02/01/24 NOTICE - SPORTS P...  | 145275               | 420-6020-552.2006 |                       | 115.00    |
| 04/04/2024   | 102781         | ECKENROTH PUBLICATIONS     | 02/15/24 NOTICE - SPORTS P...  | 145457               | 214-5000-532.2006 |                       | 230.00    |
| 04/04/2024   | 102781         | ECKENROTH PUBLICATIONS     | 02/15/24 NOTICE - SPORTS P...  | 145457               | 420-6020-552.2006 |                       | 115.00    |
| 04/04/2024   | 102781         | ECKENROTH PUBLICATIONS     | 2/22/24 NOTICE - BLDG VAL...   | 145531               | 101-1020-411.2807 | 240062                | 85.00     |
| 04/04/2024   | 102781         | ECKENROTH PUBLICATIONS     | 2/22/24 NOTICES - SPORTS P...  | 145531               | 214-5000-532.2006 |                       | 230.00    |
| 04/04/2024   | 102781         | ECKENROTH PUBLICATIONS     | 2/22/24 NOTICES - SPORTS P...  | 145531               | 420-6020-552.2006 |                       | 115.00    |
| 04/04/2024   | 102781         | ECKENROTH PUBLICATIONS     | 2/29/24 NOTICES - BLDG VA...   | 145615               | 101-1020-411.2807 | 240062                | 135.00    |
| 04/04/2024   | 102781         | ECKENROTH PUBLICATIONS     | 2/29/24 NOTICES - SPORTS P...  | 145615               | 214-5000-532.2006 |                       | 230.00    |
| 04/04/2024   | 102782         | ENVIRONMENTAL NETWORK...   | ASBESTOS TECHNICIAN/INSP...    | P24044.RES           | 214-5000-532.2006 |                       | 1,775.00  |
| 04/04/2024   | 102783         | ESGIL CORPORATION          | FEB 4 PROFESSIONAL SRVCS       | 288631               | 101-3040-424.2016 |                       | 220.00    |
| 04/04/2024   | 102784         | EXOS WORKS, INC.           | FEB 2024 - MVHS POOL STAF...   | INV060365            | 101-6012-451.2006 |                       | 15,347.75 |
| 04/04/2024   | 102785         | FLYERS ENERGY LLC          | 03/21/24 - 1,050 GAS, 195 D... | 24-055448            | 501-1921-419.2815 |                       | 5,851.11  |
| 04/04/2024   | 102786         | GLADWELL GOVERNMENTAL...   | 03/14/24-03/15/24 RECORDS...   | 5454                 | 101-1020-411.2006 |                       | 3,500.00  |
| 04/04/2024   | 102787         | GO-STAFF, INC.             | WE 03/24/24 PARKS TEMP J ...   | 317428               | 101-6020-452.2101 | 240191                | 1,293.36  |
| 04/04/2024   | 102788         | GOVERNMENT TRAINING AG...  | SUPERVISOR'S ACADEMY REG...    | 73108                | 502-1922-419.2904 |                       | 575.00    |
| 04/04/2024   | 102789         | GRAINGER                   | HARNESS KIT FOR FALL PROT...   | 9066714248           | 501-1921-419.2104 |                       | 392.36    |
| 04/04/2024   | 102790         | HAWTHORNE MACHINERY CO     | FUEL LEVEL GAUGE REPLAC...     | SS100136244          | 601-5060-436.2801 | 240152                | 182.33    |
| 04/04/2024   | 102790         | HAWTHORNE MACHINERY CO     | NOV2023 EMERGENCY GENE...      | SS100136245          | 601-5060-436.2104 | 240067                | 275.00    |
| 04/04/2024   | 102790         | HAWTHORNE MACHINERY CO     | NOV2023 EMERGENCY GENE...      | SS100136246          | 601-5060-436.2104 | 240067                | 275.00    |
| 04/04/2024   | 102790         | HAWTHORNE MACHINERY CO     | JAN2024 EMERGENCY GENE...      | SS100136932          | 601-5060-436.2104 | 240067                | 275.00    |
| 04/04/2024   | 102790         | HAWTHORNE MACHINERY CO     | JAN2024 EMERGENCY GENE...      | SS100136933          | 601-5060-436.2104 | 240067                | 275.00    |
| 04/04/2024   | 102791         | KANE, BALLMER & BERKMAN    | FEB 2024 LEGAL SRVCS (SP13...  | 28431                | 303-1250-413.2001 |                       | 55.00     |
| 04/04/2024   | 102792         | MAINTEX, INC.              | DISINFECTANT, LINER, BLEA...   | 1080019-00           | 101-1910-419.3002 |                       | 817.64    |
| 04/04/2024   | 102793         | MCDUGAL LOVE BOEHMER...    | FEB 2024 - CODE ENFORCEM...    | 108025               | 101-1220-413.2001 |                       | 1,471.00  |
| 04/04/2024   | 102793         | MCDUGAL LOVE BOEHMER...    | FEB 2024 - SPECIAL PROJECTS... | 108026               | 101-1220-413.2001 |                       | 8,861.50  |
| 04/04/2024   | 102793         | MCDUGAL LOVE BOEHMER...    | FEB 2024 - MONTHLY RETAI...    | 108027               | 101-1220-413.2002 |                       | 14,000.00 |
| 04/04/2024   | 102793         | MCDUGAL LOVE BOEHMER...    | FEB 2024 - SPECIAL PROJECTS... | 108028               | 101-1220-413.2001 |                       | 2,809.50  |
| 04/04/2024   | 102793         | MCDUGAL LOVE BOEHMER...    | FEB 2024 - LITIGATION (LWC...  | 108029               | 502-1922-419.2001 |                       | 277.50    |
| 04/04/2024   | 102793         | MCDUGAL LOVE BOEHMER...    | FEB 2024 - LITIGATION (LWC...  | 108033               | 502-1922-419.2001 |                       | 1,189.92  |
| 04/04/2024   | 102794         | NEXTAFF GROUP, LLC.        | WE 03/17/24 CC TEMP E M...     | 5055864              | 101-1020-411.2101 |                       | 637.50    |
| 04/04/2024   | 102794         | NEXTAFF GROUP, LLC.        | WE 03/17/24 HR TEMP E M...     | 5055864              | 101-1130-412.2101 |                       | 262.50    |
| 04/04/2024   | 102795         | NV5 INC                    | OCT 2023 - USE-22-0126 964...  | 362148               | 101-0000-221.0102 |                       | 49.44     |
| 04/04/2024   | 102795         | NV5 INC                    | OCT 2023 - USE-23-0044 859...  | 362149               | 101-0000-221.0102 |                       | 898.42    |
| 04/04/2024   | 102795         | NV5 INC                    | OCT 2023 - USE-23-0051 124...  | 362150               | 101-0000-221.0102 |                       | 49.44     |
| 04/04/2024   | 102795         | NV5 INC                    | NOV 2023 - USE-23-0051 124...  | 367128               | 101-0000-221.0102 |                       | 142.14    |
| 04/04/2024   | 102796         | OCCUPATIONAL HEALTH CEN... | 03/07/24 PRE-EMPLOYMENT...     | 82464263             | 101-1130-412.2104 |                       | 375.00    |
| 04/04/2024   | 102797         | PDQ INTERMEDIATE           | 02/15/24-02/15/25 DESKTOP...   | PDQ59268             | 503-1923-419.2813 |                       | 329.18    |
| 04/04/2024   | 102797         | PDQ INTERMEDIATE           | 02/15/24-02/15/25 DESKTOP...   | PDQ59268             | 503-1923-419.2813 | 240185                | 3,762.00  |
| 04/04/2024   | 102798         | PLUMBERS DEPOT INC.        | JAN2024 EMERGENCY GENE...      | PD-55824             | 601-5060-436.5004 |                       | 102.88    |



Expense Approval Report

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| Payment Date | Payment Number | Vendor Name                  | Description (Item)               | Payable Number       | Account Number    | Purchase Order Number | Amount    |
|--------------|----------------|------------------------------|----------------------------------|----------------------|-------------------|-----------------------|-----------|
| 04/04/2024   | 102798         | PLUMBERS DEPOT INC.          | JAN2024 EMERGENCY GENE...        | PD-55824             | 601-5060-436.5004 | 240194                | 3,700.00  |
| 04/04/2024   | 102799         | PYRO SPECTACULARS, INC       | 2024 4TH OF JULY FIREWOR...      | 400                  | 101-0000-142.0000 |                       | 20,550.00 |
| 04/04/2024   | 102800         | ROBERT HALF TECHNOLOGY       | WE 03/22/24 - IT TEMP P GA...    | 63382789             | 503-1923-419.2101 |                       | 2,100.00  |
| 04/04/2024   | 102801         | SAN DIEGO ELEVATOR AND L...  | MAR 2024 ELEVATOR SRVC - ...     | 4594                 | 101-1910-419.2006 |                       | 150.00    |
| 04/04/2024   | 102802         | SIGNAL HILL AUTO ENTERPRI... | LINER (14 CS), TOILET TISSUE ... | 056656               | 101-6040-454.3002 | 240043                | 1,100.02  |
| 04/04/2024   | 102802         | SIGNAL HILL AUTO ENTERPRI... | GLOVES (40 BX)                   | 057091               | 101-6040-454.3002 | 240043                | 252.54    |
| 04/04/2024   | 102802         | SIGNAL HILL AUTO ENTERPRI... | GLOVES (40 BX)                   | 057091               | 101-6040-454.3002 |                       | 148.91    |
| 04/04/2024   | 102803         | SOUTHWEST BOULDER & ST...    | LANDSCAPE - SENIOR CTR (S...     | 628242               | 214-5000-532.2006 |                       | 770.85    |
| 04/04/2024   | 102804         | SUNBELT RENTALS, INC.        | DG REPAIR (VETS)                 | 152083645-0001       | 101-6020-452.2801 |                       | 105.32    |
| 04/04/2024   | 102805         | VERDUGO TESTING INC, CO      | FINAL FUEL TANK TEST             | 45009                | 501-1921-419.2104 |                       | 940.00    |
| 04/04/2024   | 102806         | VERIZON WIRELESS             | 02/20/24-03/19/24 SIM CAR...     | 9959590257           | 101-3020-422.2705 |                       | 111.14    |
| 04/04/2024   | 102807         | WAXIE SANITARY SUPPLY        | LEMON DESINFECTANT (8CS),...     | 82359673             | 101-6040-454.3002 | 240044                | 896.21    |
| 03/31/2024   | DFT0007897     | COLONIAL LIFE & ACCIDENT     | COLONIAL PRE-TAX MAR 202...      | 94981140302329       | 101-0000-209.0113 |                       | 25.00     |
| 04/02/2024   | DFT0007952     | AFLAC                        | AFLAC POST-TAX Mar 2024 E...     | 402178               | 101-0000-209.0113 |                       | 168.87    |
| 04/02/2024   | DFT0007953     | AFLAC                        | AFLAC PRE-TAX Mar 2024 EFT       | 402178 (2)           | 101-0000-209.0113 |                       | 529.56    |
| 04/03/2024   | DFT0007954     | CALIFORNIA STATE DISBURS...  | SDU CHILD SUPPORT PPE 03/...     | 47768249             | 101-0000-209.0107 |                       | 664.20    |
| 04/03/2024   | DFT0007963     | CALPERS                      | LG L2 23011 EE PPE 03/21/24      | 100000017454767 EE   | 101-0000-209.0106 |                       | 441.39    |
| 04/03/2024   | DFT0007964     | CALPERS                      | LG L2 23011 ER PPE 03/21/24      | 100000017454767 ER   | 101-0000-209.0106 |                       | 549.17    |
| 04/03/2024   | DFT0007965     | CALPERS                      | MISC L2 23012 EE PPE 03/21...    | 100000017454780 EE   | 101-0000-209.0106 |                       | 1,734.21  |
| 04/03/2024   | DFT0007966     | CALPERS                      | MISC L2 23012 ER PPE 03/21...    | 100000017454780 ER   | 101-0000-209.0106 |                       | 0.01      |
| 04/03/2024   | DFT0007966     | CALPERS                      | MISC L2 23012 ER PPE 03/21...    | 100000017454780 ER   | 101-0000-209.0106 |                       | 2,167.76  |
| 04/03/2024   | DFT0007967     | CALPERS                      | FIRE PEPRA 25375 EE PPE 03...    | 100000017454791 EE   | 101-0000-209.0106 |                       | 4,618.29  |
| 04/03/2024   | DFT0007968     | CALPERS                      | FIRE PEPRA 25375 ER PPE 03...    | 100000017454791 ER   | 101-0000-209.0106 |                       | 4,547.78  |
| 04/03/2024   | DFT0007969     | CALPERS                      | LG PEPRA 25376 EE PPE 03/2...    | 100000017454806 EE   | 101-0000-209.0106 |                       | 2,478.27  |
| 04/03/2024   | DFT0007970     | CALPERS                      | LG PEPRA 25376 ER PPE 03/2...    | 100000017454806 ER   | 101-0000-209.0106 |                       | 2,440.42  |
| 04/03/2024   | DFT0007971     | CALPERS                      | MISC PEPRA 26352 EE PPE 03...    | 100000017444051 EE   | 101-0000-209.0106 |                       | 11,088.55 |
| 04/03/2024   | DFT0007972     | CALPERS                      | MISC PEPRA 26352 ER PPE 0...     | 100000017444051 ER   | 101-0000-209.0106 |                       | 10,988.39 |
| 04/03/2024   | DFT0007973     | CALPERS                      | FIRE L1 4625 EE PPE 03/21/24     | 100000017454740 EE   | 101-0000-209.0106 |                       | 3,867.50  |
| 04/03/2024   | DFT0007974     | CALPERS                      | FIRE L1 4625 ER PPE 03/21/2...   | 100000017454740 ER   | 101-0000-209.0106 |                       | 0.04      |
| 04/03/2024   | DFT0007974     | CALPERS                      | FIRE L1 4625 ER PPE 03/21/24     | 100000017454740 ER   | 101-0000-209.0106 |                       | 4,982.63  |
| 04/03/2024   | DFT0007975     | CALPERS                      | LG L1 4626 EE PPE 03/21/24       | 100000017454754 EE   | 101-0000-209.0106 |                       | 1,081.94  |
| 04/03/2024   | DFT0007976     | CALPERS                      | LG L1 4626 ER PPE 03/21/24       | 100000017454754 ER   | 101-0000-209.0106 |                       | 1,352.42  |
| 04/03/2024   | DFT0007977     | CALPERS                      | MISC L1 470 EE PPE 03/21/24      | 100000017454724 EE   | 101-0000-209.0106 |                       | 7,768.28  |
| 04/03/2024   | DFT0007978     | CALPERS                      | MISC L1 470 ER PPE 03/21/24      | 100000017454724 ER   | 101-0000-209.0106 |                       | 9,458.68  |
| 04/03/2024   | DFT0007978     | CALPERS                      | MISC L1 470 ER PPE 03/21/24...   | 100000017454724 ER   | 101-0000-209.0106 |                       | 0.01      |
| 04/03/2024   | DFT0007978     | CALPERS                      | MISC 470 ER PPE 03/21/24 P...    | 100000017454724 ER   | 101-0000-209.0106 |                       | -0.07     |
| 04/03/2024   | DFT0007979     | CALPERS                      | SCP ARSC POST-TAX PPE 03/...     | PPE 03-21-2024 ARSCT | 101-0000-209.0106 |                       | 180.63    |
| 04/03/2024   | DFT0007980     | CALPERS                      | SCP SPM PRE-TAX PPE 03/21...     | PPE 03-21-2024 SPMTD | 101-0000-209.0106 |                       | 87.85     |
| 04/03/2024   | DFT0007981     | CALPERS                      | PERS SCP SPM TAXED 03/21/...     | PPE 03-21-2024 SPMT  | 101-0000-209.0106 |                       | 395.55    |
| 04/03/2024   | DFT0007985     | STATE OF CALIFORNIA          | STATE TAX W/H PPE 03/21/24       | 7714422              | 101-0000-209.0105 |                       | 13,823.84 |
| 04/03/2024   | DFT0007986     | STATE OF CALIFORNIA          | SDI W/H PPE 03/21/24             | 7714432              | 101-0000-209.0115 |                       | 417.35    |
| 04/03/2024   | DFT0007987     | INTERNAL REVENUE SERVICE     | FED TAX W/H PPE 03/21/24         | 30839720 FED         | 101-0000-209.0102 |                       | 35,939.48 |
| 04/03/2024   | DFT0007988     | INTERNAL REVENUE SERVICE     | MEDICARE W/H PPE 03/21/24        | 30839720 MED         | 101-0000-209.0104 |                       | 10,902.86 |

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| Payment Date | Payment Number | Vendor Name              | Description (Item)                        | Payable Number | Account Number    | Purchase Order Number | Amount     |
|--------------|----------------|--------------------------|---|----------------|-------------------|-----------------------|------------|
| 04/03/2024   | DFT0007990     | INTERNAL REVENUE SERVICE | SOCIAL SECURITY PPE 03/21/... 30839720 SS |                | 101-0000-209.0104 |                       | 43,702.02  |
| Grand Total: |                |                          |   |                |                   |                       | 473,035.13 |

Report Summary

Fund Summary

| Fund                            | Payment Amount |
|---------------------------------|----------------|
| 101 - GENERAL FUND              | 307,757.50     |
| 202 - PROP "A" (TRANSNET) FUND  | 2,969.94       |
| 214 - MISCELLANEOUS GRANTS      | 42,059.83      |
| 303 - REDEV OBLIG RETIRE FUND   | 55.00          |
| 401 - CAPITAL IMPROVEMENT FUND  | 3,653.50       |
| 420 - PARKS MAJOR MAINTENAN CIP | 57,847.00      |
| 501 - VEHICLE REPLACEMENT/MAINT | 30,322.76      |
| 502 - RISK MANAGEMENT FUND      | 2,042.42       |
| 503 - TECHNOLOGY/COMMUNICATIONS | 7,837.08       |
| 601 - SEWER ENTERPRISE FUND     | 18,490.10      |
| Grand Total:                    | 473,035.13     |

Account Summary

| Account Number    | Account Name               | Payment Amount |
|-------------------|----------------------------|----------------|
| 101-0000-142.0000 | PRE-PAID ITEMS             | 20,550.00      |
| 101-0000-209.0102 | P/R FIT PAYABLE            | 35,939.48      |
| 101-0000-209.0104 | P/R FICA PAYABLE           | 54,604.88      |
| 101-0000-209.0105 | P/R STATE TAX LIABILITY... | 13,823.84      |
| 101-0000-209.0106 | P/R PERS RETIREMENT P...   | 70,229.70      |
| 101-0000-209.0107 | P/R GARNISHMENT PAY...     | 664.20         |
| 101-0000-209.0113 | P/R VOLUNTARY LIFE IN...   | 723.43         |
| 101-0000-209.0115 | P/R STD-PART-TIME          | 417.35         |
| 101-0000-221.0102 | DEVELOPER DEPOSITS         | 1,239.44       |
| 101-1020-411.2006 | PROFESSIONAL SERVICES      | 3,500.00       |
| 101-1020-411.2101 | TEMPORARY STAFFING         | 2,700.00       |
| 101-1020-411.2807 | ADVERTISING                | 315.00         |
| 101-1130-412.2006 | PROFESSIONAL SERVICES      | 1,471.00       |
| 101-1130-412.2101 | TEMPORARY STAFFING         | 1,162.50       |
| 101-1130-412.2104 | TECHNICAL SERVICES         | 375.00         |
| 101-1210-413.2006 | PROFESSIONAL SERVICES      | 2,500.00       |
| 101-1220-413.2001 | ATTORNEY SERVICES          | 13,142.00      |
| 101-1220-413.2002 | ATTORNEY SERVICES-OT...    | 14,000.00      |
| 101-1230-413.2904 | OTHER SERVICES & CHA...    | 24.00          |
| 101-1910-419.2006 | PROFESSIONAL SERVICES      | 150.00         |
| 101-1910-419.2022 | PEST CONTROL SERVICE       | 58.00          |
| 101-1910-419.2023 | SECURITY & ALARM           | 274.90         |
| 101-1910-419.2702 | UTILITIES-WATER            | 174.27         |
| 101-1910-419.3002 | OPERATING SUPPLIES         | 817.64         |
| 101-1920-419.2017 | COPIER LEASES              | 4,206.11       |
| 101-3020-422.2006 | PROFESSIONAL SERVICES      | 1,218.00       |

Account Summary

| Account Number    | Account Name             | Payment Amount |
|-------------------|--------------------------|----------------|
| 101-3020-422.2705 | UTILITIES-CELL PHONES    | 111.14         |
| 101-3020-422.2804 | TRAVEL, TRAINING, MEE... | 18.28          |
| 101-3040-424.2016 | PLAN CHECK SERVICES      | 220.00         |
| 101-5020-432.3001 | OFFICE SUPPLIES          | 235.74         |
| 101-5050-435.2801 | MAINTENANCE & REPAIR     | 2,860.80       |
| 101-6010-451.2107 | CONTRACTS - RECREATI...  | 817.80         |
| 101-6012-451.2006 | PROFESSIONAL SERVICES    | 30,695.50      |
| 101-6012-451.3005 | MEDICAL SUPPLIES         | 2,118.72       |
| 101-6014-451.2808 | COMMUNITY PROGRAMS       | 319.00         |
| 101-6014-451.2814 | SUBSCRIPTIONS            | 435.00         |
| 101-6016-451.3002 | OPERATING SUPPLIES       | 336.53         |
| 101-6020-452.2101 | TEMPORARY STAFFING       | 2,586.72       |
| 101-6020-452.2104 | TECHNICAL SERVICES       | 5,166.80       |
| 101-6020-452.2702 | UTILITIES-WATER          | 377.63         |
| 101-6020-452.2801 | MAINTENANCE & REPAIR     | 12,630.94      |
| 101-6030-453.2310 | SENIOR PROGRAMS          | 800.00         |
| 101-6030-453.2804 | TRAVEL, TRAINING, MEE... | 181.84         |
| 101-6040-454.2022 | PEST CONTROL SERVICE     | 500.00         |
| 101-6040-454.3002 | OPERATING SUPPLIES       | 3,064.32       |
| 202-5016-531.2006 | PROFESSIONAL SERVICES    | 2,969.94       |
| 214-5000-532.2006 | PROFESSIONAL SERVICES    | 42,059.83      |
| 303-1250-413.2001 | ATTORNEY SERVICES        | 55.00          |
| 401-0000-202.0000 | CONTRACT RETENTION ...   | 3,653.50       |
| 420-6020-552.2006 | PROFESSIONAL SERVICES    | 57,847.00      |
| 501-1921-419.2104 | TECHNICAL SERVICES       | 1,332.36       |
| 501-1921-419.2815 | VEHICLE OPERATE-FUEL...  | 28,358.52      |
| 501-1921-419.2816 | VEHICLE OPERATE-PARTS..  | 602.09         |
| 501-1921-419.3002 | OPERATING SUPPLIES       | 29.79          |
| 502-1922-419.2001 | ATTORNEY SERVICES        | 1,467.42       |
| 502-1922-419.2904 | OTHER SERVICES & CHA...  | 575.00         |
| 503-1923-419.2101 | TEMPORARY STAFFING       | 2,100.00       |
| 503-1923-419.2104 | TECHNICAL SERVICES       | 1,141.45       |
| 503-1923-419.2704 | UTILITIES-TELEPHONE      | 504.45         |
| 503-1923-419.2813 | FEES & LICENSES          | 4,091.18       |
| 601-5060-436.2104 | TECHNICAL SERVICES       | 1,100.00       |
| 601-5060-436.2702 | UTILITIES-WATER          | 940.04         |
| 601-5060-436.2801 | MAINTENANCE & REPAIR     | 182.33         |
| 601-5060-436.5004 | EQUIPMENT                | 16,267.73      |
| Grand Total:      |                          | 473,035.13     |

Project Account Summary

| Project Account Key | Payment Amount |
|---------------------|----------------|
| **None**            | 332,959.50     |
| 22-0126-DEP         | 49.44          |
| 23-0036-DEP         | 50.00          |
| 23-0037-DEP         | 50.00          |
| 23-0044-DEP         | 898.42         |
| 23-0051-DEP         | 191.58         |
| GRT068-EXP          | 800.00         |
| LWC002-P            | 1,471.00       |
| LWC146-P            | 8,861.50       |
| LWC267-P            | 2,809.50       |
| LWC336-P            | 277.50         |
| LWC363-P            | 1,189.92       |
| P22102-ARPA         | 10,932.73      |
| P23101-C            | 57,502.00      |
| P23101-I            | 345.00         |
| S22101-ENG          | 26,729.45      |
| S22101-TRANSNET     | 2,969.94       |
| SP1702-P            | 20,550.00      |
| SP22101-SPORT       | 2,465.00       |
| SP22101-SR          | 1,932.65       |
| Grand Total:        | 473,035.13     |

April 17, 2024

**ITEM TITLE: RESOLUTION NO. 2024-019 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A SUBSCRIPTION AGREEMENT WITH ESCRIBE FOR MEETING AND AGENDA AUTOMATION SOFTWARE AND LIVESTREAMING OF CITY COUNCIL MEETINGS. (0180-20)**

**ORIGINATING DEPARTMENT:**

City Clerk

**EXECUTIVE SUMMARY:**

The current Subscription Agreement with eSCRIBE, for meeting and agenda automation software and livestreaming of City Council meetings, expires in April 2024. Therefore, it is necessary to renew the agreement.

**RECOMMENDATION:**

Adopt Resolution No. 2024-019 authorizing the City Manager to negotiate and execute a Subscription Agreement with eSCRIBE for meeting and agenda automation software and livestreaming of City Council meetings.

**OPTIONS:**

- Adopt Resolution No. 2024-019; or
- Direct staff to return with additional information.

**BACKGROUND/ANALYSIS:**

The City of Imperial Beach entered into a Subscription Agreement in 2021 with eSCRIBE for a web-based meeting and agenda management system. Throughout the current agreement, City staff successfully created, edited, and published agendas and live-streamed City Council meetings. The eSCRIBE agenda management system is also used for all City Boards and Committees. A renewal of the Subscription Agreement is required in April 2024. Resolution No. 2024-019, authorizes the City Manager to negotiate and execute the agreement.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

**FISCAL YEAR:** 2024/2025

**BUDGETED:** YES

**ACCOUNT NO(S).:** 503-1923-419.2006 "Professional Services"

**FISCAL ANALYSIS:** The approved FY 2024 - FY 2025 Budget includes agenda management software in the Information Technology Fund. The cost for Annual Software and support Fees is: \$17,194.77 (Year 1), \$17,872.10 (Year 2), and \$18,576.62 (Year 3) with an option for an annual extension for a total of 2 years.

**CURRENT BUDGET:** \$23,100

**ANTICIPATED EXPENDITURE:** \$17,194.77

**ATTACHMENTS:**

ATT 1 – Resolution No. 2024-019

**RESOLUTION NO. 2024-019**

**A RESOLUTION OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A SUBSCRIPTION AGREEMENT WITH ESCRIBE FOR MEETING AND AGENDA AUTOMATION SOFTWARE AND LIVESTREAMING OF CITY COUNCIL MEETINGS**

**WHEREAS**, the City of Imperial Beach entered into a Subscription Agreement in 2021 with eSCRIBE for meeting and agenda automation software and livestreaming of City Council meetings, and

**WHEREAS**, over the course of the current agreement, City staff successfully created, edited, and published agendas and livestreamed City Council meetings; and

**WHEREAS**, the eSCRIBE agenda management system is also used for all City Boards and Committees; and

**WHEREAS**, a renewal of the Subscription Agreement is required in April 2024; and

**WHEREAS**, the Agreement authorized by this Resolution provides the City of Imperial Beach with meeting and meeting and agenda automation software and livestreaming of City Council meetings.

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

1. The foregoing recitals are true and correct.
2. The City Council hereby authorizes the City Manager, or designee thereof, to negotiate and enter into a Subscription Agreement between the City of Imperial Beach and eSCRIBE, for meeting and agenda automation software and livestreaming of City Council meetings.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17<sup>th</sup> day of April 2024, by the following vote:

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

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**PALOMA AGUIRRE, MAYOR**

**ATTEST:**

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



**April 17, 2024**

**ITEM TITLE: APPROVAL OF RESOLUTION NO. 2024-021 TO APPOINT SPECIAL COUNSEL TO ASSIST THE CITY WITH THE 2024 ELECTION CYCLE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A LEGAL SERVICES AGREEMENT. (0430-40 & 0440-30)**

**ORIGINATING DEPARTMENT:**

City Clerk

**EXECUTIVE SUMMARY:**

Each election cycle, the City hires special counsel to assist with any election related issues that arise. This year, the City Council also approved a new ordinance related to local campaign contribution limits, and the ordinance requires the City Council to appoint special counsel at least 90 days prior to the election to perform the enforcement of the local campaign regulations. This item allows the Council to approve a resolution to appoint special counsel for the 2024 election cycle.

**RECOMMENDATION:**

Approve Resolution No. 2024-021

**OPTIONS:**

- Approve resolution; or
- Provide further direction to Staff.

**BACKGROUND/ANALYSIS:**

Each election cycle, the City hires special counsel to assist with any election related issues that arise. This year, the City Council also approved a new ordinance related to local campaign contribution limits, and the ordinance requires the City Council to appoint special counsel at least 90 days prior to the election to perform the enforcement of the local campaign regulations.

Pursuant to the newly approved City regulations in Imperial Beach Municipal Code Chapter 2.55, the special counsel should be a qualified and independent special counsel. The City's review and investigation of complaints of alleged violations of Chapter 2.55 shall be commenced and carried out only by an appointed special counsel. Activity by special counsel in accordance with Chapter 2.55 shall not be subject to review or control by the City Council or City Attorney. The City Attorney shall not review, investigate, prosecute or otherwise deal with any alleged violation of Chapter 2.55.

The City has used Helen Holmes Peak of Lounsbery Ferguson Altona & Peak as special elections counsel for many previous election cycles, and Staff proposes that the City Council use her and her Firm again this election cycle. Ms. Peak and her firm have represented the cities of Coronado, Santee, and Chula Vista for elections and local campaign ordinance enforcement for many election cycles. Ms. Peak also serves as the contract City Attorney for San Marcos.

Resolution No. 2024-021 allows the City Council to appoint Ms. Peak as special counsel for the purposes of Chapter 2.55 and contract with her firm for as-needed election legal services.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

Currently, the FY 24/25 Budget lists an appropriation of \$5,200 to cover this service (101-1020-411.2106 “Contracts – Elections”). Should the final billings go over this amount, staff will request a budget amendment.

**ATTACHMENTS:**

1. Resolution No. 2024-021
2. Legal Services Agreement

**RESOLUTION NO. 2024-021****A RESOLUTION OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPOINTING HELEN HOLMES PEAK AS ELECTIONS SPECIAL COUNSEL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEGAL SERVICES AGREEMENT FOR AS-NEEDED ELECTION LEGAL SERVICES**

**WHEREAS**, each election cycle, the City hires special counsel to assist with any election related issues that arise; and

**WHEREAS**, the City Council also approved a new ordinance related to local campaign contribution limits, and the ordinance requires the City Council to appoint special counsel at least 90 days prior to the election to perform the enforcement of the local campaign regulations; and

**WHEREAS**, pursuant to the newly approved City regulations in Imperial Beach Municipal Code Chapter 2.55, the special counsel should be a qualified and independent special counsel and cannot be the city attorney; and

**WHEREAS**, the City has previously used Helen Holmes Peak of Lounsbery Ferguson Altona & Peak as special counsel for election-related issues, and Ms. Peak performs similar elections and campaign regulations enforcement for other local jurisdictions making her highly qualified for this purpose; and

**WHEREAS**, the City Council now wishes to appoint Ms. Peak as the elections special counsel for the 2024 elections cycle and enter into the legal services agreement because it is necessary and convenient for the management of City affairs pursuant to Imperial Beach Municipal Code section 3.04.160.G.

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

1. The above-listed recitals are true and correct and are hereby incorporated as findings.
2. The City Council hereby appoints Helen Holmes Peak as the 2024 election cycle special counsel for purposes of Imperial Beach Municipal Code Chapter 2.55 and authorizes the City Manager to enter into an agreement with her firm, Lounsbery Ferguson Altona & Peak, for the 2024 election cycle for as-need legal services.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17th day of April 2024, by the following vote:

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

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**PALOMA AGUIRRE, MAYOR**

**ATTEST:**

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

**Attachment 2**

**LEGAL SERVICES AGREEMENT  
CITY OF IMPERIAL BEACH  
AND  
LOUNSBERY FERGUSON ALTONA & PEAK LLP**

This Legal Services Agreement ("Agreement") is entered into this effective date of \_\_\_\_\_, 2024, by and between the City of Imperial Beach ("City") and Lounsbery Ferguson Altona & Peak LLP ("Attorney").

**RECITAL**

Attorney represents they are qualified by virtue of experience, training, education and expertise to accomplish the services necessary under this Agreement.

**AGREEMENT**

**THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. Term of Agreement. This Agreement shall cover services rendered from the first contact between the City and Attorney until for one year from the date of this Agreement and thereafter for succeeding periods of one year from that anniversary date unless it is terminated or replaced with a new agreement.

2. Services to be Provided. The services to be performed by Attorney shall consist of any and all tasks reasonably required to advise, assist and fully represent the City in all legal matters presented to Attorney and on any matters in litigation, wherein Attorney is consulted by, or appears on behalf of, the City. Attorney's services shall include, but are not limited to, any and all reasonably required legal representation on behalf of the City in relation to Special and General Elections held in 2024 as described in Exhibit A "Description of Services" attached hereto and incorporated herein by reference.

3. Compensation. Attorney shall be compensated as follows:

3.1. *Amount.*

The City shall compensate Attorney for services rendered at the following hourly rates and as described in Exhibit B "Fees" attached hereto and incorporated herein by reference:

|                         |               |
|-------------------------|---------------|
| Partners/Senior Counsel | \$375.00/hour |
| Associates              | \$300.00/hour |
| Paralegals              | \$150.00/hour |

Travel time shall be billed at the same hourly rate, except that billing for travel time and expenses would not apply to travel between the offices of Attorney and the City. Except for

reimbursable expenses as defined below, such hourly compensation shall be the sole and total remuneration for services rendered pursuant to this Agreement.

3.2 *Billing.* Attorney agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed. Invoicing shall begin on the first of the month following the Effective Date of the Agreement.

The City does not pay for the preparation of billings or for discussions concerning billing. Attorney shall not charge the City for more than one Attorney's time when appearing at a meeting, in Court, or for performing any task unless the City has expressly authorized the use of two or more Attorneys for the appearance or task.

All billing for work performed under this Agreement shall be sent to the following:

Tyler Foltz, City Manager  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932  
[invoices@imperialbeachca.gov](mailto:invoices@imperialbeachca.gov)

3.3 *Payment to Attorney.* Upon receipt of a properly prepared invoice and confirmation that the services detailed in the invoice have been satisfactorily performed, City shall pay Attorney for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in this Agreement.

3.4 *Reimbursements for Expenses.* Attorney shall keep accurate records of all costs, travel and expenses. These records shall be made available to the City upon reasonable request.

The City will reimburse actual, reasonable, and necessary out of pocket expenses incurred by Attorney in performing any services under this Agreement as follows:

- a. Photocopying charges at no more than \$0.20 per page.
- b. Parking Fees at the actual amount charged to Attorney.
- c. Travel/Mileage at the current federal per mile rate. Any travel fees incurred outside of San Diego County must be authorized and approved in advance of the City.
- d. Statutory Fees, Witness fees, Reporters fees, Stenographic transcription, jury fees and the cost of serving process actually incurred by Attorney.
- e. Attorney may seek reimbursement for any actual, reasonable and necessary expenses incurred on items not identified above with the prior authorization and approval by the City.

The City will not reimburse Attorney for any additional charges incurred due to "rush" deliveries or "late" charges, unless such expenses are approved in advance by the City and the need for such services is determined by the City to be reasonably beyond the control of Attorney.

To obtain reimbursement, Attorney shall submit a monthly summary of expenses, along with all supporting receipts, within thirty (30) days of the expense being incurred.

3.5 *Expert Consultations and Witnesses.* Expert consultations and witnesses, and any investigators, may be retained on terms acceptable to the City, authorized and approved in advance, for which the City shall reimburse the Attorney or pay investigators, consultants or experts directly. In no event shall Attorney retain any service of any expert, investigator or consultant without first receiving express authorization and approval from the City.

#### 4. Insurance.

4.1 *Professional Errors and Omissions Insurance.* Attorney shall obtain and maintain in full force and effect at all times Professional Errors and Omissions Liability Insurance. Such insurance shall provide coverage in an amount not less than two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. The City reserves the right to require insurance for a higher coverage than the minimum limits noted above. All insurance carriers shall hold a Best rating of "A+" or better. The insurance policy required under this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, given to the City. If the Attorney maintains higher limits than the minimums stated above, the City requires and shall be entitled to coverage for the higher limits maintained by the Attorney.

Said insurance policy shall provide coverage to the City for any damages or losses suffered by the City as a result of any error or omission, or neglect by Attorney which arise out of the services rendered under this Agreement. Such insurance may not be subject to a self-insured retention or deductible in an amount in excess of Twenty-Five thousand (\$25,000.00) dollars without prior written authorization and approval by the City.

Attorney shall, within fifteen (15) days after entering into this Agreement, and before commencing or performing any services under the Agreement, deposit with the City Attorney, a Certificate of Insurance certifying that all insurance required herein is, and will be, in full force and effect from the time the Agreement is entered into until completion or termination of this Agreement. Should Attorney's insurance policy terminate during the Agreement period, the Attorney shall renew the Certificates of Insurance at least fifteen (15) days prior to expiration and submit to the City at least ten (10) days prior to expiration.

All insurance required shall be carried only by responsible insurance companies licensed to do business in California. Attorney shall not commence any work under this Agreement until Attorney has obtained and submitted all City approved insurance.

Nothing in this section shall be construed to make Attorney other than a consultant for all purposes.

Attorney agrees to notify the City in the event that the limits shall fall below the coverage stated above or if the insurance policies noted here are allowed to lapse and substitute insurance is, or is not, obtained.

4.2 *Workers Compensation Insurance.* Attorney shall obtain and maintain workers compensation insurance in accordance with Section 3700 of the California Labor Code.

5. City Agent. The City Clerk, for the purposes of this Agreement, is the Agent for the City. Whenever authorization or approval is required, Attorney understands that the City Clerk has the authority to provide the authorization or approval.

6. Independent Contractor. Attorney, and anyone employed by Attorney, are not and shall not be, deemed employees of the City. Attorney is solely responsible for the payment of employment taxes, workers compensation taxes, and any other taxes for employees.

7. Conflict of Interest. Attorney represents that they presently have no material financial interest other than that which may be held by the general public and shall not acquire any interest, direct or indirect, in any contract or decision made on behalf of the City which may be affected by the services to be performed by Attorney under this Agreement. Attorney further agrees that no person having any such interest shall be employed by them. If Attorney or their employees acquire a direct or indirect personal interest, such interest shall be immediately disclosed to the City and the interested individual shall abstain from any contracts or decisions under this Agreement.

In addition to the proscriptions regarding conflicts of interest imposed on Attorney by the Business and Professions Code and by California Rules of Professional Conduct, Attorney represents that no Attorney shall represent clients before any board, commission, committee or agency of the City or represent any client with interests adverse to the City. Furthermore, Attorney shall at all times avoid conflicts of interest or the appearance of a conflict of interest in performance of this Agreement. Attorney shall immediately notify the City Attorney of any circumstances, or change of circumstances, that may provide for the potential for a conflict of interest, or actual conflict of interest.

8. Non-Liability of Officials/Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9. Compliance with Law. Attorney shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local governments. In addition, Attorney agrees to abide by all ethical and moral standards as represented by the Rules of Professional Conduct as applied to the California State Bar.

10. Work Product. All documents, or other information developed or received, by Attorney shall be the property of the City. Attorney shall provide the City with copies of items upon reasonable demand or upon termination of this Agreement.

11. Notices. Attorney must immediately advise City of any significant developments in the matter. City requires that drafts of all pleadings or papers filed with the court be provided to City in advance of filing and with adequate time for review and comment by City. Attorney must immediately advise City of all trial related dates, any dates for alternative dispute resolution, and any motion or court hearing dates upon first notification to Attorney of such dates.

All notices shall be personally delivered or mailed, via first class mail, to the below listed address. In addition, such addresses shall be used for delivery for service of process. Attorney agrees to notify the City within ten (10) days of the date of any change of address and agree to keep an updated address with the applicable Courts on any matters that Attorney is representing the City.

a. Address of Attorney is as follows:

Helen Holmes Peak  
Jill D.S. Maland  
Lounsbery Ferguson Altona & Peak  
960 Canterbury Place, Suite 300  
Escondido, CA 92025  
HHP@LFAP.com; JSM@LFAP.com

b. Address of City is as follows:

Tyler Foltz  
City Manager  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932  
[citymanager@imperialbeachca.gov](mailto:citymanager@imperialbeachca.gov)

12. Default/Termination of Agreement. City and Attorney shall have the right to terminate this Agreement without cause by giving fifteen (15) days written notice. However, Attorney shall not substitute out as Attorney of Record on any matters it may be representing the City without first obtaining written consent from the City, or first obtaining an appropriate Court Order, allowing Attorney to withdraw as counsel of record.

13. Limitations Upon Assignment/Subcontracting. Attorney agrees that no portion of their performance or services rendered under this Agreement shall be assigned by Attorney or subcontracted to any other without prior written authorization and approval of the City.



14. Non-Discrimination. Attorneys covenant there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

15. Time of Essence. Time is of the essence in the performance of this Agreement.

16. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement as herein stated.

17. City Audit. The City is required to complete an annual audit. The Auditors may contact and require some input from Attorney concerning matters Attorney is engaged for the City. Attorney agrees to cooperate, at no charge to the City, for such cooperation or input as may be required.

18. Entire Agreement. This Agreement represents the Parties' final and mutual understanding. This Agreement supersedes any previous Agreements, oral or written.

19. Modification. This Agreement shall not be modified or replaced except by another signed, written Agreement, properly executed by the parties.

20. Waiver. The waiver of any breach or any provision of this Agreement does not waive any other breach of that term, or any other term, in this Agreement.

21. Partial Invalidity. If any part of this Agreement is found for any reason to be unenforceable, all other parts nonetheless shall remain in force.

22. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. Any action commenced regarding this Agreement shall be filed in the Central Branch of the San Diego Superior Court.

23. Interpretation. This Agreement shall be interpreted as though prepared by both parties.

24. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Attorney survive the termination of this Agreement.

25. Financial Interests. Attorney is deemed not to be a Fair Political Practices Commission ("FPPC") filer for the purposes of the Political Reform Act conflict of interest and disclosure provisions as specified in Exhibit C.

IN WITNESS WHEREOF, these parties have executed this Agreement on the day and year shown hereinabove.

CITY IMPERIAL BEACH

By: \_\_\_\_\_  
Tyler Foltz, City Manager

ATTORNEY

By: \_\_\_\_\_  
Helen Holmes Peak, Partner

**EXHIBIT A**  
**DESCRIPTION OF SERVICES**

- Assist the City, including the City Clerk's Department, with election-related matters for the 2024 election cycle. In this capacity, Special Counsel does not represent individual Council Members, individual City employees, or members of the public.
- Independently research, investigate, prepare, and/or review of those documents related to the conduct of investigations of complaints of violations of the Imperial Beach Municipal Code ("IBMC") and the Political Reform Act, including but not limited to IBMC Chapter 2.55, and prepare summaries of enforcement. Any media inquiries will be referred to the City unless the City specifically directs Attorney to address such inquiries.
- Prepare and prosecute any civil or criminal actions necessary pursuant to the Imperial Beach Municipal Code, including enforcement through administrative proceedings and coordination with all applicable City departments and divisions.

## **EXHIBIT B FEES**

### **Hourly Fee Schedule**

Services to be rendered on an as-needed basis.

The City of Imperial Beach shall compensate Attorney on an hourly basis by written agreement for hours over and above the retainer amount. Compensation for services are as follows:

| Staff                                | Hourly Rate |
|--------------------------------------|-------------|
| Helen Holmes Peak                    | \$375.00    |
| Jill D.S. Maland                     | \$375.00    |
| Associate Attorneys (if/as required) | \$300.00    |
| Paralegal                            | \$150.00    |

Billing for travel time and expenses would not apply to travel between the offices of Attorney and Imperial Beach.

Lounsbery Ferguson Altona & Peak bills for attorneys and paralegals in 1/10th hour increments and does not charge secretarial or routine administrative costs. Fees include all routine word processing, secretarial and office costs associated with the provision of legal services. Reimbursement of costs advanced by the firm on behalf of the City of Imperial Beach, as well as other expenses, will be billed in addition to the amount billed for fees - these include actual expenses away from Attorney's office on Imperial Beach business, long distance telephone charges, black and white photocopy charges at the rate of \$.20 per page and color photocopies at the rate of \$1.00 per page, and any costs of producing or reproducing photographs, documents, and other items necessary for legal representation.

**EXHIBIT C**  
**STATEMENT OF ECONOMIC INTERESTS**  
**CITY OF IMPERIAL BEACH**  
**AND**  
**LOUNSBERY FERGUSON ALTONA & PEAK LLP**

Attorneys: Helen Holmes Peak and Jill D.S. Maland

(X) Not Applicable. Not a Fair Political Practices Commission ("FPPC") Filer.

( ) FPPC Filer.

If Attorneys in the performance of its services under this agreement: (1) conduct research and arrives at conclusions with respect to its rendition of information, advice, recommendations or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendations or counsel, Attorneys should not be designated as an FPPC Filer.

If Attorneys are designated as FPPC filers, specify below which disclosure categories apply:

- ( ) 1. All investments, sources of income and business positions;
- ( ) 2. Interests in real property;
- ( ) 3. Investments, business positions, interests in real property, and sources of income subject to the regulatory, permit or licensing authority of the department;
- ( ) 4. Investments and business positions in business entities and sources of income that engage in land development, construction or the acquisition or sale of real property;
- ( ) 5. Investments and business positions in business entities and sources of income that, within the past two years, have contracted with the City of Imperial Beach to provide services, supplies, materials, machinery or equipment;
- ( ) 6. Investments and business positions in business entities and sources of income that within the past two years, have contracted with the designated employee's department to provide services, supplies, materials, machinery or equipment;
- ( ) 7. List interests in real property within 2 radial miles of Project Property, if any:

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April 17, 2024

**ITEM TITLE: EXTENSION OF TERMS OF OFFICE FOR MEMBERS ON THE PARKS AND RECREATION COMMITTEE. (0120-80)**

**ORIGINATING DEPARTMENT:**

City Clerk

**EXECUTIVE SUMMARY:**

The terms of the boards and committees in Imperial Beach typically expire on December 31 of certain years. Staff is recommending that the City Council take action to extend the terms of office for the members of the Parks and Recreation Committee (PRC) until new appointees have been selected. This action will allow the boards and committees to continue to function and conduct business.

**RECOMMENDATION:**

Staff recommends the City Council, by majority vote, takes action to extend the terms of office for Parks and Recreation Committee Members Veronica Archer and Karl Bradley to December 31, 2024.

**OPTIONS:**

- Extend the terms of office for board/committee members with terms expiring December 31, 2023 to December 31, 2024.
- Provide direction to the City Manager to take a specific action.
- Request additional information and an additional report.

**BACKGROUND/ANALYSIS:**

On December 31, 2023, the terms for Parks and Recreation Members Veronica Archer and Karl Bradley were set to expire December 31, 2023. On November 2, 2023, City Council extended their terms of office to June 30, 2024. Staff is requesting an additional 6-month extension to allow the PRC to continue to function, consider projects and conduct business, as needed. Term extensions also allow staff to coordinate with the Mayor and City Council to complete the appointment procedures. Two seats would remain vacant until coordination of the above is completed.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

No fiscal impact associated with this action.

April 17, 2024

**ITEM TITLE: ADOPTION OF RESOLUTION NO. 2024-022 AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH SOUTHWESTERN COMMUNITY COLLEGE TO CONTINUE THE FIRE-RESCUE TRAINING PROGRAM. (0250-63)**

**ORIGINATING DEPARTMENT:**

Fire

**EXECUTIVE SUMMARY:**

Adopt Resolution No. 2024-022 authorizing the City Manager or designee to renew the agreement with Southwestern Community College to continue the Fire Training Program.

**RECOMMENDATION:**

That the City Council adopt Resolution NO. 2024-022 authorizing the City Manager to renew the agreement with Southwestern Community College to continue the Fire Training Program

**OPTIONS:**

- Adopt Resolution No. 2024-022
- Provide direction to the City Manager to take specific action
- Request additional information and an additional report

**BACKGROUND/ANALYSIS:**

Fire Department personnel are required to engage in new and continuing educational efforts to maintain their credentials and skills for the job. Prior to 2006, this was done via the Regional Occupational Program (ROP) at Southwestern College for agencies in the South Bay. Changes to the ROP program resulted in that program being discontinued, so the college developed a new program in collaboration with the fire agencies to utilize qualified instructors from the departments to provide ongoing classes and training as required. The college provides the infrastructure, required reporting, and collection of records, while the agencies provide the instructors, training, and locations through a regional In-Service-Training (IST) program.

The college receives state funding for each student, which is computed based on the total training hours, and pays 30% of those funds per full-time equivalent students, less enrollment fees, to each agency based on its own student training hours. These funds provide reimbursement for the trainers to work overtime to keep themselves qualified, and to provide regional ongoing training. This action will renew the agreement for a three-year term ending on July 31, 2027. This is the regional program for these training services, and the department is satisfied with the arrangement.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The City will be reimbursed for providing educational services under this agreement. Reimbursement will be paid for one unit per semester (54 hours) or 1.5 units per semester (80 hours). Students will be required to meet the required number of hours. Reimbursement will not be made for reduced hours. Reimbursement to the City by the District will be split 70% to the District and 30% to the City for all Full-Time Equivalent Students (FTES) earned for student hours.

**ATTACHMENTS:**

ATT 1 – Resolution No. 2024-022

ATT 2 – Inter-Agency Agreement with SWC for Fire Training



**RESOLUTION NO. 2024-022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH SOUTHWESTERN COMMUNITY COLLEGE DISTRICT TO CONTINUE THE FIRE-RESCUE TRAINING PROGRAM**

**WHEREAS**, the City Council desires that the Fire Department maintain a high level of training for its firefighters; and

**WHEREAS**, the City Council desires to remain in compliance with federal and state-mandated training for its firefighters; and

**WHEREAS**, local agencies and Southwestern Community College have partnered for continuing education of fire-rescue personnel in the South Bay portion of San Diego County; and

**WHEREAS**, the agreement with Southwestern Community College provides reimbursement for the City of Imperial Beach for providing qualified instructors.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Imperial Beach authorizes the City Manager or designee to execute an agreement for fire-rescue education and training services with Southwestern Community College District per the terms of the agreement for a period of Three (3) years, ending on July 31, 2027.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17th day of April 2024, by the following vote:

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

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**PALOMA AGUIRRE, MAYOR**

**ATTEST:**

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

**STANDARD INTER-AGENCY SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 13th day of July 2021, by and between Southwestern Community College District, 900 Otay Lakes Road, Chula Vista, California 91910 ("District") and the City of Imperial Beach ("Agency").

**RECITALS**

WHEREAS, fire safety personnel can best serve the public in emergency situations when personnel receives continuing education in fire science and technology and are to take continuing education fire science courses; and

WHEREAS, the needs of the public are best served when participating agencies are trained in the same firefighting techniques to facilitate mutual aid; and

WHEREAS, the public interest, convenience and general welfare will be served by coordinating the educational needs of the participating Agencies; and

WHEREAS, under Education Code section 78021, Southwestern Community College District desires to contract Agency as an independent contractor to the District to provide for the educational services required; and

WHEREAS, Agency, has the personnel, expertise and equipment to provide the educational services required by this Agreement.

**TERMS AND CONDITIONS**

NOW THEREFORE, Agency and District agree as follows:

1. Services: Agency shall provide classroom and practical education courses to District as set forth in Attachment A, which is incorporated in this Agreement by reference as though set forth in full.
2. This Agreement shall become effective on August 1, 2021 and terminate on July 31, 2024 unless terminated earlier pursuant to paragraph three (3) below. The Agreement's term shall run for a period of three (3) years from the Effective Date.
3. Termination: Notwithstanding the paragraph above, District or Agency may terminate this Agreement at any time and for any reason, by giving specific written notice to the other party of the intent to terminate and specifying the effective date of the termination, at least thirty (30) days before the effective date of the termination.

4. Fees and Expenses:

- a. The Agreement provides Agency with tuition reimbursement for services provided by Agency.
- b. Tuition cost per unit will apply each semester. Standard Off-Campus student health fee will be paid also.
- c. Reimbursement will be paid for one unit per semester (54 hours) or 1.5 units per semester (80 hours). Students will be required to meet the required number of hours. Reimbursement will not be made for reduced hours. Reimbursement to Agency by District will be split 70% to the District and 30% to the Agency for all Full Time Equivalent Students (FTES) earned for student hours.
- d. Registration fees will be paid at the end of each semester, and be deducted from the FTES earned. The Agency shall supply mutually acceptable documentation of the number of student contract hours provided by Agency.
- e. All documentation must be received by the District within thirty (30) days after the semester ends, or reimbursement will not be paid to Agency.

5. Claims Arising From Sole Acts or Omissions of the District: District agrees to defend and indemnify the Agency, and its agents, officers and employees, from any claim, action or proceeding against Agency, arising solely out of the acts or omissions of District in the performance of this Agreement. At its sole discretion, Agency may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve District of any obligation imposed by this Agreement. Agency shall promptly notify District of any claim, action or proceeding and cooperate fully in the defense.

6. Claims Arising From Sole Acts or Omissions of Agency: Agency agrees to defend and indemnify District, and its respective agents, officers and employees, from any claim, action or proceeding against District, arising solely out of the acts or omissions of Agency in the performance of this Agreement. At its sole discretion, District may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Agency of any obligation imposed by this Agreement. District shall promptly notify Agency of any claim, action or proceeding and cooperate fully in the defense.

7. Claims Arising From Concurrent Acts or Omissions: Agency agrees to defend itself and District agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of Agency and District. In such cases, Agency and District agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subsection 9 below.
8. Joint Defense: Notwithstanding subsection seven (7) above, in cases where Agency and the District agree in writing to a joint defense, Agency and District may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Agency and District. Joint defense counsel shall be selected by mutual agreement of the parties. The parties further agree that no party may bind the other party to a settlement agreement without the written consent of the other party.
9. Reimbursement and/or Reallocation: Where a final judgment of a court award allocates or determines the comparative fault of the parties, Agency and District may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
10. Termination for Cause: District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the services required by this Agreement at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District for obtaining an alternative service provider shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid to the Agency.
11. Non-Assignment: The Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.
12. Defined Services: The services, work and deliverables required in the Inter-Agency Services described in Attachment A shall be referred to as the "Defined Services." Failure to complete the Defined Services by the times indicated does not, except at the option of Agency, operate to terminate this Agreement.
13. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by this Agreement, embody the entire Agreement and understanding between the parties relating to the subject matter of the Agreement. Neither this Agreement nor any provision of the Agreement may be amended, modified, waived or discharged

except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

**City of Imperial Beach**

**Southwestern Community  
College District**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Name: Tyler Foltz

Name: Mark Sanchez, Ed.D.

Title: City Manager

Title: Superintendent/President

Originator: Silvia Cornejo, Dean  
Higher Education Centers at Otay Mesa & San Ysidro  
Phone: (619) 216-6754

## ATTACHMENT A

**INTER-AGENCY SERVICES  
TO BE PROVIDED BY:  
City of Imperial Beach**

1. **Teaching Approved Curriculum.** All student contract hours submitted by Agency to District shall be instruction that has either been approved by the District's Curriculum and Instructional Council, or has been accepted as a topics course and approved by the District's Chief Instructional Officer.
2. **Instructor Qualifications.** All instructors from Agency are required to meet the District's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors.
3. **Equipment.** Agency will provide line-of-sight supervision for instructors. Instruction will include the use of Agency's specialized equipment, facilities, all handouts, and instructors with specific expertise.
4. **Non-overlap With Other Funding Sources.** Instructional hours are conducted as full time equivalent students ("FTES") under courses through the Fire Technology Department at Southwestern College, which also have been or will be submitted for California Joint Apprenticeship Committee and/or JPTA funding.
5. **Enrollment of Students.** District will supply current student enrollment forms to Agency. Agency will return properly completed enrollment forms and enrollment fees to District prior to the beginning of instruction. Agency recognizes that out-of-state tuitions fees will be charged for students who are not California residents. Student attendance and achievement records will be maintained by District and be available for review by students and instructors at normal business hours.
6. **Instructional Activities.** The Administrators of District and Agency (or their designees) will meet at mutually agreed upon intervals to plan curriculum and review class hours to insure performance objectives are met, and to schedule and budget for instructional activities. The joint consent of District and Agency shall be required before any instructional activity is approved. Instructional activity will include supervision and evaluation of students and student withdrawal prior to completion of a course.

7. **List of Course(s) or Course Topics.** District will make available to Agency a list of all courses included in the course catalog and additional topics classes consistent with college standards for curriculum adoption.
8. **Services.** District and Agency will insure that ancillary and support services such as counseling, guidance, and placement assistance are available to all students and that enrollment in courses is open to any person who has been admitted to the college and has met applicable prerequisites.

DRAFT

April 17, 2024

**ITEM TITLE: ADOPTION OF RESOLUTION NUMBER 2024-023 ACCEPTING THE 2022 STATE HOMELAND SECURITY GRANT (SHSG) ALLOCATION OF \$17,453 IN THE FORM OF REIMBURSEMENT FOR THE PURCHASE OF SIX VHF AND ONE 800 MEGAHERTZ (MHZ) PORTABLE RADIOS. (0390-86 & 0800-30)**

**ORIGINATING DEPARTMENT:**

Fire

**EXECUTIVE SUMMARY:**

Adopt Resolution No. 2024-023 accepting the 2022 State Homeland Security Grant allocation of \$17,453 in the form of reimbursement for the purchase of six VHF and one 800 Megahertz (MHz) radios for firefighter use on emergency responses.

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2024-023 accepting the State Homeland Security Grant allocation of \$17,453 in the form of reimbursement for the purchase of six VHF and one 800 MHz portable radios.

**OPTIONS:**

- Adopt Resolution No. 2024-023
- Provide direction to the City Manager to take another specific action
- Request additional information and an additional report

**BACKGROUND/ANALYSIS:**

The Fire-Rescue Department requested six VHF and one 800 MHz portable radios via the Fiscal Year 2022 State Homeland Security Grant (SHSG). These radios will replace older VHF radios that are not fully compliant with the new standard radio channel loads and add to our 800 MHz radio inventory.

Imperial Beach Firefighters are regularly required to communicate via radio while responding to emergency responses in the wildland urban interface and in the City of Imperial Beach and surrounding areas.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:** The purchase is being funded by a State Homeland Security Grant. All expenditures will be offset with grant revenue being received.



**FISCAL YEAR:** 23/24  
**BUDGETED:** No  
**BUDGET AMENDMENT** Yes  
**ACCOUNT NO(S):** 101-3020-422.5004 - \$17,453 (Expenditure)  
101-0000-337.5001 - \$17,453 (Revenue)

**PROJECT NO(S):** GRT082  
**FISCAL ANALYSIS:** Increase expenditures in account 101-3020-422.5004 of \$17,453 and increase revenues in account 101-0000-337.5001 of \$17,453 resulting in a “net-zero” impact on the General Fund.

**CURRENT BUDGET:** 101-3020-422.5004 \$0  
101-0000-337.5001 \$0

**ANTICIPATED EXPENDITURE:** \$17,453

**ATTACHMENTS:**

ATT 1 – Resolution No. 2024-023  
ATT 2 – Award Letter 2022 SHSG

## RESOLUTION NO. 2024-023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ACCEPTING THE 2022 STATE HOMELAND SECURITY GRANT (SHSG) ALLOCATION OF \$17,453 IN THE FORM OF REIMBURSEMENT FOR THE PURCHASE OF SIX PORTABLE VHF AND ONE PORTABLE 800 MHz RADIOS FOR FIREFIGHTER USE IN EMERGENCY RESPONSES.**

**WHEREAS**, the 2022 State Homeland Security Grant has been awarded to the County of San Diego; and

**WHEREAS**, the County of San Diego has allocated \$17,453 to the City of Imperial Beach in accordance with the allocation formula approved by the Unified Disaster Council; and

**WHEREAS**, the City of Imperial Beach Fire-Rescue Department has identified the need for six (6) portable VHF and one (1) portable 800 MHz radios for Firefighter use in emergency responses; and

**WHEREAS**, these radios are integral to the safety of our Firefighters during emergency responses in the wildland urban interface areas and in the City of Imperial Beach and surrounding areas.

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

1. The Finance Director is authorized to increase expenditures in account 101-3020-422.5004 by \$17,453 and increase revenues in account 101-0000-337.5001 by \$17,453.
2. The Fire-Rescue Department is authorized to purchase six (6) portable VHF and one (1) portable 800 MHz radios.
3. The Finance Director is authorized to accept an amount up to \$17,453 from the County of San Diego for reimbursement of said purchases.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17<sup>th</sup> day of April 2024, by the following vote:

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

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**PALOMA AGUIRRE, MAYOR**

**ATTEST:**

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



**County of San Diego Office of Emergency Services**  
**5580 Overland Ave., Suite 100**  
**San Diego, CA 92123 -1251**  
**Phone: (858) 565-3490 Fax: (858) 565-3499**  
**Email: [oes@sdcounty.ca.gov](mailto:oes@sdcounty.ca.gov)**



2/7/2023

City of Imperial Beach  
 865 Imperial Beach Blvd  
 Imperial Beach, CA 91932

**SUBJECT: NOTIFICATION OF FEDERAL FUNDING AWARD**  
 FY 2022 Homeland Security Grant Program (HSGP)  
 Subaward #2022-0043, Cal OES ID #073-00000

The purpose of this letter is to notify you that the County of San Diego Office of Emergency Services has approved your **FY2022 SHSP** award in the amount of **\$17,453** as listed below:

|  |  |
|--|--|
| <b>Subrecipient Name:</b>                      | <b>City of Imperial Beach</b>  |
| <b>Subrecipient UEI:</b>                       | <b>GNT4E3BGXPB6</b>  |
| <b>Federal Award ID (FAIN)</b>                 | EMW-2022-SS-00043  |
| <b>Subaward Period of Performance:</b>         | 09/01/22 to 05/31/24   |
| <b>Subrecipient Award Amount:</b>              | \$17,453   |
| <b>Federal Award Project Description:</b>      | Implementation of homeland security management grant to support state, local, tribal and territorial efforts to prevent terrorism and other catastrophic events. |
| <b>Federal Awarding Agency:</b>                | US Department of Homeland Security   |
| <b>CFDA Number:</b>                            | 97.067/Homeland Security Grant Program   |
| <b>Research &amp; Development Award (Y/N):</b> | No   |
| <b>Indirect Cost Rate:</b>                     | N/A  |
| <b>Match Requirement:</b>                      | N/A  |

This grant award is subject to all provisions of Uniform Guidance (2 CFR Part 200), which can be accessed at [www.ecfr.gov](http://www.ecfr.gov). Non-federal entities that expend \$750,000 or more annually in Federal Awards must have a Single Audit performed each year. Please forward a copy of your most current Single Audit report to the contact below.

Subrecipients are to comply with all applicable federal, state, and local Environmental Planning and Historic Preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and Noncompetitive Procurement requests require additional approvals. Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this Grant Subaward. Subrecipients are also required to obtain a Performance Bond prior to the purchase of any equipment item over \$250,000, including any Aviation or Watercraft financed with Homeland Security dollars. Performance Bonds must be submitted to the contact below no later than the time of reimbursement.

Please complete and return the attached OES Grant Management Assessment Questionnaire, 2022 Grant Assurances and Signature Authorization Form, current Procurement Policies and Salvage Guidelines. A hard copy of the Grant Assurances and Signature Authorization Forms must be mailed.

**Unified San Diego County Emergency Services Organization**

CARLSBAD • CHULA VISTA • CORONADO • COUNTY OF SAN DIEGO • DEL MAR • EL CAJON • ENCINITAS • ESCONDIDO • IMPERIAL BEACH • LA MESA  
 LEMON GROVE • NATIONAL CITY • OCEANSIDE • POWAY • SAN DIEGO • SAN MARCOS • SANTEE • SOLANA BEACH • VISTA



**County of San Diego Office of Emergency  
Services**  
5580 Overland Ave., Suite 100  
San Diego, CA 92123 -1251  
Phone: (858) 565-3490 Fax: (858) 565-3499  
Email: [oes@sdcounty.ca.gov](mailto:oes@sdcounty.ca.gov)



Your performance period ends May 31, 2024. Please submit your reimbursement requests in a timely manner, no later than June 30, 2024.

For further assistance, please contact Val Dama at (858) 289-2883 or [Valentine.Dama@sdcounty.ca.gov](mailto:Valentine.Dama@sdcounty.ca.gov)

Sincerely,

Martin Kurian, Departmental Budget Manager  
County of San Diego, Office of Emergency Services

Attachments: OES Grant Management Assessment Questionnaire  
2022 Grant Assurances  
SHSP 2022 Approved FMFW

**Unified San Diego County Emergency Services Organization**

CARLSBAD • CHULA VISTA • CORONADO • COUNTY OF SAN DIEGO • DEL MAR • EL CAJON • ENCINITAS • ESCONDIDO • IMPERIAL BEACH • LA MESA  
LEMON GROVE • NATIONAL CITY • OCEANSIDE • POWAY • SAN DIEGO • SAN MARCOS • SANTEE • SOLANA BEACH • VISTA

April 17, 2024

**ITEM TITLE: RESOLUTION NO. 2024-024 APPROVING THE FOURTH AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE METRO WASTEWATER JOINT POWERS AUTHORITY TO AMEND SECTION 3.02 AND SECTION 3.05 OF THE AGREEMENT. (0830-05)**

**ORIGINATING DEPARTMENT:**

Public Works

**EXECUTIVE SUMMARY:**

Imperial Beach is one of twelve participating agencies that convey wastewater to the Metro Wastewater System (Metro System) for treatment. The 1998 Regional Wastewater Disposal Agreement between the City of San Diego and the participating agencies governs the planning, capacity rights, and cost allocation of wastewater facilities in the Metro System. The Agreement placed restrictions related to staffing the Treasurer, Auditor, and Legal Advisor positions serving the Metro Wastewater Joint Powers Authority (JPA). The proposed amendment would permit these positions to be staffed by any person who is duly appointed by the JPA Board. This resolution provides direction to the City's JPA Representative to vote in support of the amended and restated Regional Wastewater Disposal Agreement and authorizes the Mayor to sign the agreement (Attachment 2).

**RECOMMENDATION:**

Adopt Resolution No. 2024-024 approving the fourth amendment to the Joint Exercise of Powers Agreement for the Metro Wastewater Joint Powers Authority to Amend Section 3.02 and Section 3.05 of the Agreement.

**OPTIONS:**

- Adopt Resolution No. 2024-024 providing direction to JPA Representative to vote in support of the Amended and Restated Regional Wastewater Disposal Agreement.
- Request additional information and an additional report.

**BACKGROUND/ANALYSIS:**

Coronado, Del Mar, El Cajon, Imperial Beach, La Mesa, Lemon Grove Sanitation District, Poway, Padre Dam Municipal Water District, County of San Diego (on behalf of Winter Gardens Sewer Maintenance District), Lakeside/Alpine Sanitation District, and the Spring Valley Sanitation District), Otay Water District, National City and Chula Vista are member agencies in a Joint Powers Authority (JPA) with the purpose of taking responsibility, actions, and decisions pertaining to the Regional Wastewater Disposal Agreement. Article VIII, Section 8.05 of the Agreement allows for amendments to the agreement.

The proposed fourth amendment to the Agreement would change language related to the Treasurer, Auditor, and Legal Advisor to the JPA. Currently, these positions must be filled by staff of, or a consultant to, one of the member agencies. The fourth amendment to the Agreement would permit these positions to be staffed by any person who is duly appointed by the JPA Board and permitted to serve pursuant to Government Code Sections 6505.5 and 6505.6.

Allowing outside persons to serve in these above-referenced positions would allow for greater flexibility in staffing and contracting for work products and permit the JPA to freely select the best qualified persons. The previous language for Section 3.05 Legal Advisor had the potential to create a conflict of interest. Additionally, obtaining qualified pro-bono JPA member agency staff time to allocate to these positions has become increasingly difficult.

Increased costs would be proportionally shared among the member agencies per the Agreement. Typically, the level of work involved for these positions is a few hours a week. The anticipated cost increase is dependent on the level of work products contracted in a given year, and is subject to JPA Board approval, of which City of Imperial Beach is a member agency. Funds are paid from City's Sewer Enterprise Fund for Wastewater JPA cost share items.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

There is no immediate fiscal impact to the City and the future costs are to be determined. Increased costs would be proportionally shared among the JPA's member agencies and the City's share would be paid from the Sewer Enterprise Fund.

**ATTACHMENTS:**

ATT 1 – Resolution No. 2024-024

ATT 2 – Metro Wastewater Joint Powers Agreement Fourth Amendment

**RESOLUTION NO. 2024-024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE FOURTH AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE METRO WASTEWATER JOINT POWERS AUTHORITY TO AMEND SECTION 3.02 AND SECTION 3.05 OF THE AGREEMENT**

**WHEREAS**, the City of Imperial Beach entered into a Joint Exercise of Powers Agreement with other local agencies on October 25, 2000 for the purposes of addressing regional wastewater issues; and

**WHEREAS**, Article VIII Section 8.05 of the Joint Exercise of Powers Agreement sets forth procedures for amendment of the Agreement; and

**WHEREAS**, the member agencies within the Joint Exercise of Powers Agreement wish to amend the Agreement requirement that the Treasurer, Auditor, and Legal Advisor are employed staff or consultants to member agencies; and

**WHEREAS**, the fourth amendment to the Joint Exercise of Powers Agreement will remove this requirement.

**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 Mayor is hereby authorized to execute the Fourth Amendment to the Metro Wastewater Joint Exercise of Powers Agreement.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17<sup>th</sup> day of April 2024, by the following vote:

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

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**PALOMA AGUIRRE, MAYOR**

**ATTEST:**

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

**FOURTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE METRO WASTEWATER JOINT POWERS AUTHORITY  
TO AMEND SECTION 3.05 OF THE JOINT POWERS AGREEMENT**

This Fourth Amendment to the Joint Exercise of Powers Agreement for the Metro Wastewater Joint Powers Authority is made effective as of July 1, 2024, in the County of San Diego, State of California by each of the Participating Agencies of the Metro Wastewater JPA, a Joint Powers Agency (“**JPA**”) existing and organized pursuant to the provisions of Government Code section 6500 *et seq.*

**RECITALS**

WHEREAS, on October 25, 2000, the City of Coronado, a municipal corporation; the City of Del Mar, a municipal corporation; the City of El Cajon, a municipal corporation; the City of Imperial Beach, a municipal corporation; the City of La Mesa, a municipal corporation; the Lemon Grove Sanitation District, a political subdivision of the State of California, the City of Poway, a municipal corporation; Padre Dam Municipal Water District, a political subdivision of the State of California; and the County of San Diego (on behalf of: the Winter Gardens Sewer Maintenance District, a maintenance district established pursuant to California Streets & Hwys. Code section 5820 *et seq.*; the Lakeside/Alpine Sanitation District, a political subdivision of the State of California; and the Spring Valley Sanitation District, a political subdivision of the State of California) (the “**Participating Agencies**”) entered into a Joint Exercise of Powers Agreement (“**Agreement**”), creating the JPA for the purpose of taking responsibility, actions, and decisions pertaining to the Regional Waste Water Disposal Agreement; and

WHEREAS, on February 12, 2003, the Otay Water District was added as a Participating Agency of the JPA; and

WHEREAS, on June 4, 2003, the City of National City was added as a Participating Agency of the JPA; and

WHEREAS, on October 17, 2007, the City of Chula Vista was added as a Participating Agency of the JPA; and

WHEREAS, Article VIII, Section 8.05 of the Agreement allows for amendments of the Agreement; and

WHEREAS, the Participating Agencies wish to make certain amendments to reflect updates in officers and employees of the organization.

**AGREEMENT**



NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- A. Pursuant to Article VIII, Section 8.05 of the Agreement, each of the Participating Agencies hereby amend the Joint Exercise of Powers Agreement for the Metro Wastewater JPA, as follows:

1. Article III, Section 3.02 is hereby revised in its entirety to read as follows:

**3.02 Treasurer and Auditor.** The Treasurer and Auditor may be any person(s) duly appointed by the Board and permitted to serve as the JPA Treasurer and/or Auditor pursuant to Government Code Sections 6505.5 and/or 6505.6. The Treasurer shall be the depository, shall have custody of all of the accounts, funds, and money of the JPA from whatever source, and shall have the duties and obligations set forth in Government Code sections 6505, 6505.5 and/or 6505.6 as applicable, and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the JPA. The officer performing the duties of Auditor shall have the duties and obligations set forth in Government Code section 6505, 6505.5 and/or 6505.6, as applicable.

2. Article III, Section 3.05 is hereby revised in its entirety to read as follows:

**3.05 Legal Advisor.** The Board shall have the power to appoint the legal advisor of the JPA who shall perform such duties as may be prescribed by the Board.

- C. All other terms and conditions of the Joint Exercise of Powers Agreement for the Metro Wastewater JPA shall remain in full force and effect and shall remain binding upon each of the Participating Agencies.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date first written above.

1. CITY OF CORONADO

ATTEST

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

2. CITY OF DEL MAR

ATTEST

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

3. CITY OF EL CAJON

ATTEST

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

|  |        |
|--|--------|
| 4. CITY OF IMPERIAL BEACH  | ATTEST |
| By: _____  | _____  |
| 5. CITY OF LA MESA   | ATTEST |
| By: _____  | _____  |
| 6. LEMON GROVE SANITATION DISTRICT   | ATTEST |
| By: _____  | _____  |
| 7. CITY OF POWAY   | ATTEST |
| By: _____  | _____  |
| 8. PADRE DAM MUNICIPAL WATER DISTRICT  | ATTEST |
| By: _____  | _____  |
| 9. COUNTY OF SAN DIEGO on behalf of WINTER GARDENS SEWER MAINTENANCE DISTRICT, LAKESIDE SANITATION DISTRICT, ALPINE SANITATION DISTRICT, AND SPRING VALLEY SANITATION DISTRICT | ATTEST |
| By: _____  | _____  |
| 10. OTAY WATER DISTRICT  | ATTEST |
| By: _____  | _____  |
| 11. NATIONAL CITY  | ATTEST |
| By: _____  | _____  |

12. CHULA VISTA

ATTEST

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

April 17, 2024

**ITEM TITLE: CONSIDER APPROVAL OF SPECIAL EVENT PERMIT APPLICATION FOR USE OF PIER PLAZA FOR THE ANNUAL POW WOW BY THE SEA EVENT. (1040-10)**

**ORIGINATING DEPARTMENT:**

Parks & Recreation

**EXECUTIVE SUMMARY:**

As part of the Special Event Policies and Procedures, the City Council may approve special events under the condition that a complete application is submitted by the applicant and reviewed and deemed complete by the City of Imperial Beach staff. All permissions and other agency permits must also be obtained before a Special Event Permit is issued. Staff is bringing forward an application from One World Bridge to hold their annual Father's Day Pow Wow by the Sea Event in Pier Plaza on Saturday, June 15<sup>th</sup> and Sunday, June 16<sup>th</sup> for City Council consideration.

**RECOMMENDATION:**

Staff recommends the City Council consider approving a special event permit requested from the One World Bridge event applicant to activate Pier Plaza as an event venue for their 2024 Annual Pow Wow on the Sea Event on Saturday, June 15, and Sunday, June 16, 2024.

**OPTIONS:**

- Approval of staff recommendation for the special event permit
- Modification to the proposed event and fee waiver amount
- Request additional information and an additional report

**BACKGROUND/ANALYSIS:**

Imperial Beach is Classic Southern California, and a natural tourist destination for visitors coming to enjoy our parks and beach. The City of Imperial Beach strives to attract events to our community for both residents and visitors to enjoy year-round. The City strives to host events that align with our mission to enhance and maintain Imperial Beach as a beach-oriented community with a safe, small town, family atmosphere, rich in natural and cultural resources.

One World Bridge has hosted their annual Father's Day Pow Wow by the Sea event in Pier Plaza for several years to bring our culturally diverse community of all ages together in one of our most beautiful venues. Staff has received the special event permit application for the use of Pier Plaza. The event would be held on Saturday, June 15, and Sunday, June 16, 2024 from 11:00 a.m. – 6:00 p.m. The event organizer is proposing approximately 38 vendors, amplified sound, and has requested staff assistance with electrical connections for a sound system and moving sand for a sand sculpture. Alcohol is not proposed for this event. City staff would issue a special event permit if approved by City Council pending all conditions of approval are met before the event date.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

No fiscal impact. All fees for special event permit application should be paid by the applicant before the permit is issued.

**ATTACHMENTS:**

Att 1 – One World Bridge Pow Wow Special Event Application

Att 2 – One World Bridge Pow Wow Pier Plaza Map Layout

Att 3 – One World Bridge Pow Wow Event Flyer



## Special Event Permit Application

Have you reviewed and agree to adhere to the Special Event Policies and Procedures to ensure compliance for the duration of your event?

Yes

**Reminder: Special event applications are due at least 90 days in advance.**

Will this event application be submitted at least 90 days before the event?

Yes

Event Name 21st Annual Fathers Day Powwow by the Sea

Event Date 06/15/2024

Add Additional Event Dates

Event Date  
06/15/2024

---

**Event Date**

06/16/2024

---

Is your event setup  
date different than  
your event date?

No

---

Event Setup Time

6:00 AM

---

Event Start Time

11:00 PM

---

Event End Time

6:00 PM

---

What time will you  
leave the event venue?

6:00 PM

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**Contact Information**

Organization

One World Bridge

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Contact Name

jeffrey jackson

---

Address

[REDACTED]

---

Phone Number

[REDACTED]

---

Email

[REDACTED]

---

---

**Event Day Contact Information**

Event Day Contact

J. L. "Jackson"

---

|  |   |
|--|---|
| Event Day Cell Phone #   | [REDACTED]  |
| Event Day Contact Email  | [REDACTED]  |
| Event Description  | Native American / Aztec cultural dance and singing event. We do a kids toy-give-away. Community purpose is to bring together to share the different cultures. Will have Native American and Aztec: art; clothing; jewelry and food: Indian frybread / Mex tacos. It's a free event. |
| Event Location   | Pier Plaza  |
| Estimated Attendance   | 300   |
| Estimated Staff/Volunteers   | 10  |
| Do you have an Imperial Beach Business License?  | Yes   |
| Have you visited businesses with the Business Verification Form for signatures and provided a notice letter for your event to residents? | Yes   |
| Staff Support Request  | <ul style="list-style-type: none"> <li>• Electrical Connections</li> <li>• Beach Preparation</li> </ul>   |
| Details of Beach Preparation Requested   | Sand to be moved into a pile for a sandcastle sculpture.  |
| Event Elements   | <ul style="list-style-type: none"> <li>• Pop-up Canopies</li> <li>• Booth Vendors</li> <li>• Food Vending</li> </ul>  |



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## Booth Vendors

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### Food Vending

Food and drink vendors are not allowed at Pier Plaza.

**[San Diego County Temporary Food Permits](#) Required.**

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Any vendors selling cannabis items are strictly prohibited.

Reservation of the Pier Plaza parking lot is required if vendors will be present at your event, additional fees apply. Please be sure to submit a final vendor form at least two weeks prior to your event.

---

|                                      |     |
|--------------------------------------|-----|
| Will your vendors be cooking onsite? | Yes |
|--------------------------------------|-----|

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|                      |    |
|----------------------|----|
| Quantity of Canopies | 35 |
|----------------------|----|

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|                  |                |
|------------------|----------------|
| Size of Canopies | 10 ft by 10 ft |
|------------------|----------------|

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|  |    |
|--|----|
| Will items or services sold at your event present unique liability issues? (e.g. body piercing, massage, etc.) Please explain: | NA |
|--|----|

---

### Sanitation and Recycling Information

Applicants are responsible for leaving the venue clean with no trash, or empty boxes left behind. A fee will be incurred if the area is not left in good condition. You are required to provide portable restrooms at your event unless you can substantiate the sufficient availability of ADA accessible and non-accessible facilities in the immediate area of the event which will be available to the public during the event.

**\*Applicant must be onsite for all deliveries and pickups.**

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### Trash & Recycling

|              |   |
|--------------|---|
| # Trash Cans | 6 |
|--------------|---|

---

|                        |   |
|------------------------|---|
| # Recycling Containers | 6 |
|------------------------|---|

---

|             |   |
|-------------|---|
| # Dumpsters | 1 |
|-------------|---|

---

|                      |                     |
|----------------------|---------------------|
| Delivery Date & Time | 06/15/2024 12:00 PM |
|----------------------|---------------------|

---

|                    |                     |
|--------------------|---------------------|
| Pickup Date & Time | 06/16/2024 12:00 PM |
|--------------------|---------------------|

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### Portable Restrooms, Handwashing Stations, & 3-Compartment Sinks

|                      |   |
|----------------------|---|
| # Standard Portables | 0 |
|----------------------|---|

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|                 |   |
|-----------------|---|
| # ADA Portables | 0 |
|-----------------|---|

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|                          |   |
|--------------------------|---|
| # of 3-Compartment Sinks | 0 |
|--------------------------|---|

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|                           |   |
|---------------------------|---|
| # of Handwashing Stations | 0 |
|---------------------------|---|

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### Medical Plan

Events that involve competitions/fitness, high risk activity, or with an estimated attendance of 1000 or more people as indicated above must provide licensed medical services at the event. If you plan to use City public safety resources (Fire-Rescue or Lifeguards) additional fees will apply.

---

|   |    |
|---|----|
| Will you be using City public safety resources? | No |
|---|----|

---

City public safety is required to maintain a high level of service to the community at all times. Events that require services beyond what the City can provide while still maintaining a high level of service to the community will need to contract with other public safety agencies.

---

### Electricity

If you plan to use electricity, please use a licensed electrician to ensure the correct equipment is being utilized. We will not provide electricity to events if it is raining for the safety of participants and attendees. The City of Imperial Beach does not guarantee the reliability of electrical power in public spaces, therefore it is recommended applicants provide alternative sources should failure occur.

---

### Alcohol

We strive to keep events in our community in line with our mission of a family friendly, classic southern California beach atmosphere, and do not permit designated alcohol areas for events in Pier Plaza. We bring events into the community that support our local businesses, so if you wish to have alcohol as part of your event please use one of our local establishments. If you desire to apply for approval, please submit an ABC 221 form for review by San Diego County Sheriff and the City Manager. If approved, licensed security and a San Diego County Sheriff contract are required.

You will need to provide the approved ABC permit a Special Event Permit will be issued.

---

|                                      |    |
|--------------------------------------|----|
| Will you have alcohol at your event? | No |
|--------------------------------------|----|

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### Amplified Sound

The City of Imperial Beach discourages the use of amplified sound for special events, unless deemed necessary.

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|                                     |     |
|-------------------------------------|-----|
| Are you requesting amplified sound? | Yes |
|-------------------------------------|-----|

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|   |  |
|---|--|
| Please explain why amplified sound is necessary for your event: | Sound system for microphone for MC and drums |
|---|--|

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Are you requesting any fee waivers or in-kind staff support for your event?

No

Special Requests

Do you have special requests not specified on the application?



Yes

Please include other reasonable special requests you may have. Requests may include fees. All applicants are responsible for their own traffic equipment, any requests for these services will be denied. Any requests must be made within this application, last minute requests will not be granted due to scheduling requirements of appropriate staff.



Turn on the power for the MC stage area.

























Additional documents and permits may be required to supplement your application. Staff will contact you with a list of additional requirements upon reviewing your application.

Upload Layout Map

 1-3-23 site map pow.pdf 

Upload Certificate of Liability and Additional Insured Form CG2026

 5-24-23 Liab ins pow.pdf 

|   |   |
|---|---|
| Upload Retail Vendor Form   |  01132024 Fathers Day Powwow Vendor app 2024.doc      |
| Upload Food Vendor Form   |  01132024 Fathers Day Powwow Vendor app 2024.doc      |
| Upload Event Timeline   |  1-3-23 event timelin.pdf                               |
| Upload Stormwater Protection Plan Form  |  02142024 EVENT-STORMWATER-PROTECTION-FORM 2024.pdf   |
| Upload Special Event Business Verification Form                                   |  2-14-24 Bus License0002.pdf                           |
| Upload Resident Notification Letter   |  1-3-23 notif letter.pdf                                |
| Upload Marketing/Promotional Items  |  02052024 Final FathersDayPowWow_2024_2.5.24.jpg  |
| Upload Utility Request Form   |  2-14-24 utility req.pdf                            |
| Upload Traffic Plan   |  5-22-23 Parking lot0001.pdf                       |
| Upload County Health Department Temporary Food Facility Permit receipt of payment |  5-10-23 THP Health f.pdf                           |
| Upload ABC Form 221   |  1-3-23 enviro water.pdf                            |
| Upload Service Providers Form   |  1-3-22 service list .pdf                           |

By signing this application, I agree that I have reviewed the Special Event Rules and Regulations of the City of Imperial Beach, and I will comply with the Special Event regulations.

I, the undersigned, hereby certify and declare under penalty of perjury, that to the best of my knowledge and belief, the information contained in this application is truthful, correct and complete.

I, the undersigned, hereby certify and declare under penalty of perjury, that I will not conduct business activity in violation of any Federal, State, or local laws.

I, the undersigned, further agree and recognize that I am solely responsible and liable for obeying all Federal, State, local laws and my business shall be maintained and operated in accordance with the requirements of all Federal, State, and local laws.

I, the undersigned APPLICANT shall defend (with legal counsel chosen by CITY), indemnify, and hold harmless the CITY from and against any and all claims, damages, demands, suits and/or proceedings of any kind brought by anyone challenging the validity and/or legality of this permit.

I, the undersigned APPLICANT shall defend (with legal counsel chosen by CITY), indemnify, and hold harmless the CITY from and against any and all liability whatsoever that relates in any way to my business that is the subject of this permit and/or arising out of the acts or omissions of APPLICANT in the operation of the business that is the subject of this permit.

I, the undersigned APPLICANT shall pay all costs of defense, including but not limited to, attorneys' fees and costs, City Staff time, and City Attorney time.

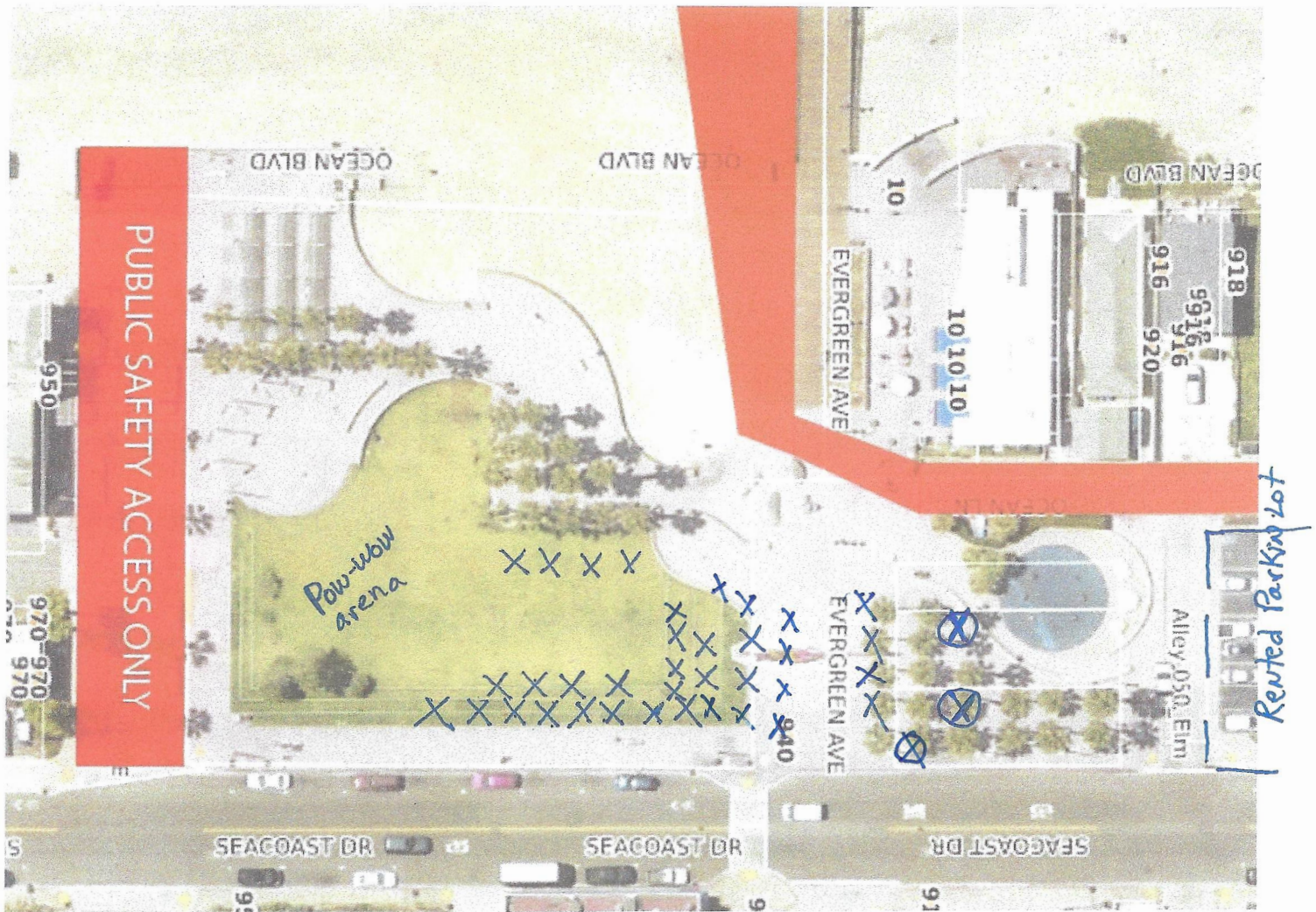
**Applicant Full Name**                      Jeffrey Jackson

**Applicant Signature**

**Signature Date**                              02/14/2024

**CLOSE**





X 35 - Retail Venders

⊗ 3 Food venders

203



# 21st Fathers Day Pow Wow by the Sea

## *Honoring the Ocean*

Imperial Beach Pier Plaza

# June 15 - 16 2024

**MC: Richard Decrane**

**Arena Director:  
Brandon Racine**

**Gourd Dance:**

**11 am - 12 noon Saturday & Sunday**

**Head Gourd Dancer: Joaquin Sandoval**

**Head Woman: Melisa Aleman** - Yaqui, Cherokee

**Head Man: Chandler Hood** - Navajo

**Teen Girl: Lily Franco** - Yaqui

**Teen Boy: Antonio Gates** - Yaqui

**Head Girl: Abbie Camacho** - Yaqui/Kumeyaay band of

Mission Indians

**Head Boy: Kenneth Gates** - Yaqui, Navajo

**Tiny Tot Girl: Willow Garfield** - Wuckchumni Yokut  
& Mescalero Apache

**Tiny Tot Boy: Jaxton La Chappa** - Kumeyaay  
- Sycuan band of the Kumeyaay Nation



**Head Northern Drum:  
Dancing Cloud Singers**

**Head Southern Drum:  
Red Warriors**

**Saturday & Sunday  
AIWA Color Guard**

**ALL DRUMS INVITED**

**Saturday:  
11:00 am to Dusk**

**Sunday:  
11:00 am to 6:00 pm**

**Honoring our welcomed guests:  
ASHAATAKOOK Bird Singers**

**Sponsor Family:  
The Gastelum's**

For more information please contact:

[grassdancer7@yahoo.com](mailto:grassdancer7@yahoo.com) / [www.oneworldbridge.org](http://www.oneworldbridge.org)

Info: (619) 708-7858

Vendor Coordinator: Chuck Cadott - 619-929-2875

Star Blanket Raffle for Roy Cook Scholarship. Sponsored by CAIO





April 17, 2024

**ITEM TITLE: RESOLUTION NO. 2024-026 ADDING THE FY24 DEMPSEY CENTER HVAC PROJECT TO THE CAPITAL IMPROVEMENT PROGRAM; APPROPRIATE \$275,000 TO THE PROJECT BUDGET; AND AWARD A CONTRACT TO TRANE TECHNOLOGIES FOR CONSTRUCTION OF THE PROJECT. (0910-20)**

**ORIGINATING DEPARTMENT:**

Public Works

**EXECUTIVE SUMMARY:**

Resolution No. 2024-026 (Attachment 1) adds the FY24 Dempsey Center HVAC Project (Project) to the Imperial Beach Capital Improvement Program (CIP). Additionally, the resolution authorizes an appropriation of \$275,000 to the Project budget from the General Fund Unassigned Fund Balance. Finally, the resolution awards a Public Works contract to Trane Technologies to construct the Project for a not to exceed amount of \$275,000.

**RECOMMENDATION:**

Adopt Resolution No. 2024-026 to: (1) add the FY24 Dempsey Center HVAC Project (F24102) to the Imperial Beach Capital Improvement Program; (2) authorize the appropriation of \$275,000 to the Project budget; and (3) award a Public Works contract for a not to exceed amount of \$275,000 to Trane Technologies to construct the Project.

**OPTIONS:**

- Approve resolution and recommendation from staff; or
- Reject the project and provide direction to staff on how to proceed; or
- Request additional information and an additional report.

**BACKGROUND/ANALYSIS:**

The municipal budget is the primary document that links the priorities of the City Council with the funding necessary to accomplish those goals. The City of Imperial Beach has incorporated a two-year budget cycle to project the revenues and expenditures of the City. Throughout the budget period, the City Council considers various anticipated revenues and expenditures in the General Fund as financial needs change over time. Additionally, staff provides periodic budget updates to the City Council and organizes community forums to educate and maintain financial transparency.

The existing HVAC system at the Dempsey Center would be upgraded and expanded in employee work areas. This upgrade was not anticipated when the current budget was adopted. The Project will fund the installation of an upgraded HVAC system for heating and cooling of the first and second floor of the Dempsey Center, including new controls allowing remote access using the latest web-based system. The funding of this Project results in an increase of \$275,000

in the projected expenses in the FY24 Budget to be covered by the General Fund Unassigned Fund Balance (reserves).

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume purchasing. The City has used both regional and national cooperative purchasing agreements to complement its own contracting initiatives in the past. Trane Technologies is contracted through the OMNIA national purchasing cooperative to provide HVAC products, installation and related products and services to local governments, and it is this cooperative purchasing agreement the City will be utilizing to complete the Project.

**ENVIRONMENTAL DETERMINATION:**

This project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15302 (Replacement or Reconstruction).

**FISCAL IMPACT:**

Expenditure:

|  |                  |
|--|------------------|
| Trane Technologies Public Works Contract (Design & Construction) | \$267,698        |
| Contingency  | <u>\$ 7,302</u>  |
| <b>TOTAL EXPENDITURES</b>  | <b>\$275,000</b> |

**FISCAL YEAR:** 2024

**BUDGETED:** No

**BUDGET AMENDMENT** Yes

**ACCOUNT NO(S):** 101-1920-419.9003 "Transfer Out" - \$275,000  
401-0000-391.9001 "Transfer In-GF" - \$275,000  
401-1920-419.5003 "Improvements not Buildings" - \$275,000 (F24102-HVAC)

**PROJECT NO(S):** F24102

**FISCAL ANALYSIS:** Resolution No. 2024-026 allocates \$275,000 from the General Fund Unassigned Fund Balance (reserves) to be used for facility improvements expenditures.

**CURRENT BUDGET:** \$0

**ANTICIPATED EXPENDITURE:** \$275,000

**ATTACHMENTS:**

1. Resolution No. 2024-026
2. Trane Technologies Turnkey Proposal

**RESOLUTION NO. 2024-026**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADDING THE FY24 DEMPSEY CENTER HVAC PROJECT TO THE IMPERIAL BEACH CAPITAL IMPROVEMENT PROGRAM; AND APPROPRIATING \$275,000 TO THE PROJECT BUDGET; AND AWARDING A CONTRACT TO TRANE TECHNOLOGIES FOR A NOT TO EXCEED AMOUNT OF \$275,000 FOR CONSTRUCTION OF THE PROJECT**

**WHEREAS**, the municipal budget is the primary document that links the priorities of the City Council with the funding necessary to accomplish those goals; and

**WHEREAS**, staff provides periodic budget updates to the City Council and organizes community forums to educate and maintain financial transparency; and

**WHEREAS**, Trane Technologies is contracted through the OMNIA national purchasing cooperative to provide HVAC products and installation to local governments; and

**WHEREAS**, the existing HVAC system at the Dempsey Center would be upgraded and expanded in employee work areas.

**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 accepts the proposal from Trane Technologies.
3. The contractor shall not commence construction or order equipment until they have received a Notice to Proceed.
4. The City Manager or designee is authorized to sign a not to exceed construction contract for \$275,000 with Trane Technologies which includes a \$7,302 contingency.
5. The Finance Director is authorized to amend/increase the FY23/24 Budget in the following accounts:

101-1920-419.9003 "Transfer Out" by \$275,000  
 401-0000-391.9001 "Transfer In-GF" by \$275,000  
 401-1920-419.5003 "Improvements not buildings" by \$275,000  
 (F24102-HVAC)

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17<sup>th</sup> day of April 2024, by the following vote:

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

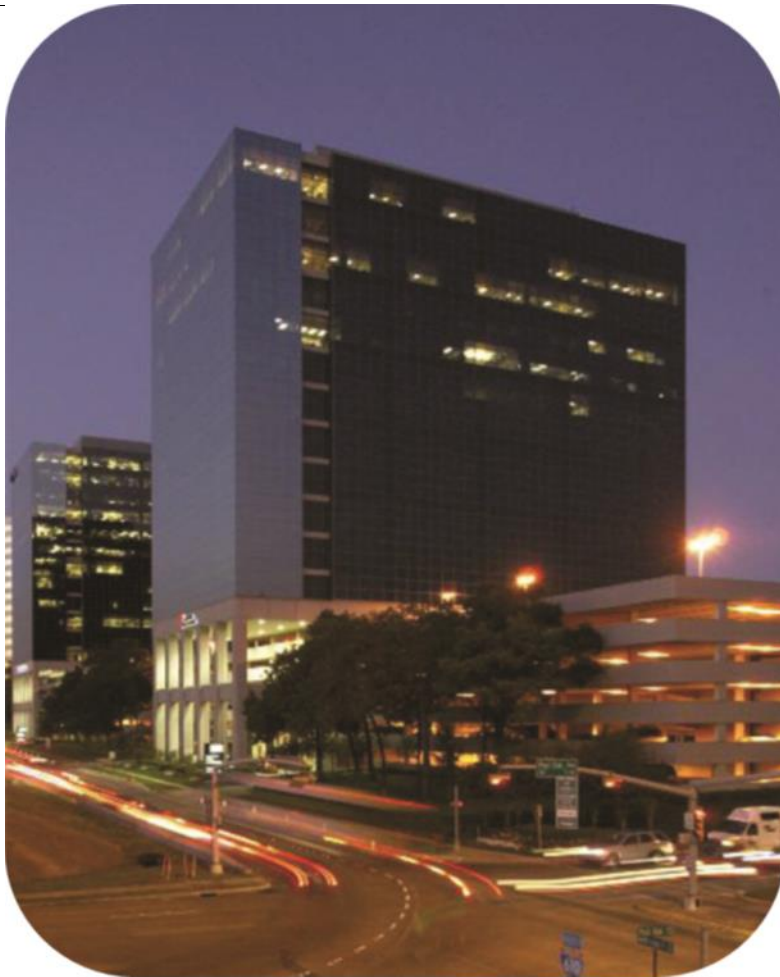
**PALOMA AGUIRRE, MAYOR**

**ATTEST:**

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



# Trane Turnkey Proposal

**Turnkey Proposal For:**

Garth Larson  
City Of Imperial Beach  
825 IMPERIAL BEACH BOULEVARD  
Imperial Beach, CA 91932-9193

**Local Trane Office:**

Trane U.S. Inc.  
3565 Corporate Court  
San Diego, CA 92123

**Local Trane Representative:**

Wyatt Koenen  
Services Sales Account Manager  
E-mail: wyatt.koenen@trane.com  
Cell: (619) 455-0453  
Office Phone: (858) 576-2500

**Proposal ID:** 7441860

**COOP Quote Number:** W3-P0EAAW-23-002

**COOP or Federal Contract ID:** OMNIA  
Racine #3341

**Date:** February 07, 2024



## Trane Turnkey Proposal

# Executive Summary

Trane is pleased to present a solution to help City Of Imperial Beach reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, and improve the comfort in your facility.

We appreciate the effort from City Of Imperial Beach to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits City Of Imperial Beach should expect from this project are highlighted below.

- Upgraded HVAC system for heating/cooling lifeguard station
- New HVAC controls using Trane's newest web-based system
  - Remote access to HVAC system at lifeguard station via laptop, phone, or tablet

Trane appreciates the opportunity to earn your business. **Your investment in the proposed project is \$267,698.00 USD.** This investment will provide City Of Imperial Beach with the capability to significantly improve comfort conditions in your facility.

We look forward to partnering with City Of Imperial Beach for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Wyatt Koenen  
Services Sales Account Manager, Trane U.S. Inc.

|  |   |
|--|---|
| <b>Prepared For:</b><br>Garth Larson                                   | <b>Date:</b><br>February 07, 2024           |
| <b>Job Name:</b><br>City of Imperial Beach - Lifeguard Station Control | <b>Proposal ID:</b><br>7441860              |
| <b>Delivery Terms:</b><br>Freight Allowed and Prepaid – F.O.B. Factory | <b>Payment Terms:</b><br>Net 30             |
| <b>State Contractor License Number:</b><br>1066318                     | <b>Proposal Expiration Date:</b><br>30 Days |

# Scope of Work

## Engineering

- Design of 1<sup>st</sup> and 2<sup>nd</sup> floor HVAC improvements 30% to 100% construction documents
  - 30% design is already owned by City of Imperial Beach – purchased in previous phase

## Mechanical Installation

- Provide and install two new concrete pads for new condensing units
- Provide scaffolding for running line-sets on exterior walls
- Provide demo of existing fan coils and condensing units
- Provide demo of ducting shown on drawings
- Provide and Install two new fan coils and two new condensing units
- Provide and install two new line sets with exterior covers
- Run condensate piping to closest sink and provide condensate pump
- Provide secondary drain pan under 2nd floor unit
- Provide and install smoke detectors in supply air ducting
- Provide and install all necessary ducting to new units
- Vacuum down line-sets to 400 microns to ensure no leaks
- Add necessary refrigerant to already charged condensing unit
- Install over flow switch on secondary drain
- Provide Trane factory start-up and commissioning of new units

## Mechanical Exclusions

- Demo of ceiling to access equipment or ducting
- New air registers
- Modifications to the existing systems other than what is specifically identified above.
- Condition or capacity of existing mechanical and plumbing systems.
- Structural engineering and members beyond equipment and material hangers. (We shall attach our hangers to the existing structures)
- Architectural access panels.
- General sheet metal.
- General jobsite dust and noise control.
- Warranty or repair of existing equipment, piping and plumbing systems.
- Damage to utilities due to concrete cutting, coring or excavation.

## Electrical Installation

- Run new power to HP-1 & HP-2 in 1" emt w/ 3 #6, 1 #10 from switchboard MSB.
- Run new power to FC-01 & FC-02 in .75" emt w/ 3 #10 from panel PP2 located on the second floor.
- Provide and install (1) GFCI and conduit from PP2 to the HP units located outside.
- Provide and install fire alarm conduit only as shown on drawings.
- Provide power to the smoke fire dampers provided and install by others.
- Provide and install (2) new 2P 20amp breakers in panel PP2.
- Provide and install (2) new 3P 100amp breakers in switchboard MSB.

## Electrical Exclusions/Clarifications

- Pricing is based on providing safe-off only for electrical devices and equipment.
- Pricing is based on the existing SDG&E service being in good working order.
- Pricing is based on the material being able to be delivered to the areas where they will be installed.
- It is presumed that the existing electrical service/equipment can accept any/all of the added electrical equipment/demand, and that all existing equipment is in good working condition to accept the alterations per the above scope of work.
- This bid assumes that we may utilize the existing infrastructure such as (conduits, wire, and racks) where necessary.
- This bid assumes that the building facilities personnel will put the critical building systems into bypass/test mode as needed for this scope of work and handles any systems that may need to be addressed during this time.
- This bid assumes that the staff facilities will be available during this time to assist access to the site, and during the commissioning process.
- Re-supporting of all non-code compliant wiring or conduits not associated with scope noted above.

## Controls Installation

- (1) SC Controller
  - (1) Installation of SC Controller in Storage Room 209
  - (1) Provide 120v power from nearest existing circuit
  - (1) Installation of Patch Cable to existing Ethernet Network Rack in same room
- (2) Split System Heat Pumps Units (FC/HP-1 & FC/HP-2) with the following points each:
  - (1) Installation of BACnet MS/TP to Factory BACnet Card
  - (1) Factory Thermostat
  - High Voltage Interlock Excluded
  - Any High voltage wiring exceeding 24V between FC & CU is excluded
  - Any additional points e.g. 24-volt converter kits, filter, leak sensor, etc., are not included.
- (3) Exhaust Fans (EF-1, 3 & 4) with the following points each:
  - (1) Fan S/S, Status
- (1) Exhaust Fans (EF-2) with the following points:
  - (1) Fan S/S, Status
  - (1) Pressure Sensor (Qty:1 Total)
- (1) Exhaust Fan (EF-5) with the following points:
  - (1) Line Voltage Thermostat

## Controls Exclusions/Clarifications

- Free-air cabling above accessible ceilings.
- All wiring in exposed areas indoors & outdoors shall be in conduit where required.
- All wiring in exposed areas indoors & outdoors shall be in EMT conduit where required.
- DDC communication & I/O cable will utilize the same pathways and conduits.
- DDC communication & I/O cable and VRF Communication & I/O cable will utilize the same pathways and conduits.
- Specifications not provided at time of bid; wiring method assumed to be exposed plenum rated without conduit above accessible ceilings and EMT conduit where exposed.
- Demolition of existing controls, wiring, piping, Panels, Pneumatics, and any other devices



- All underground conduit, trenching, encasement and/or backfill between buildings and/or mechanical yards.
- All hardware, software, controllers, lighting relays, switches, panels, enclosures, control devices, transformers, or any other misc. control items, and 277/120v wiring.
- Furnishing or Installation of Access Doors, Magnetic Starters, and any VFD controllers.
- Any and all labor and/or material associated with Layout, coring, X-Ray, cutting, framing, patching, painting, removal/repair of existing ceilings, walls, floors, as required for electrical installations.
- Any and all labor and/or material associated with Wiremold and or PVC coated raceways.
- Any and all labor and/or material associated with firestopping.
- Lighting control, Security Access, Process Controls and/or Alarms, Utility Meters and/or Integration of any systems not specifically listed in the above proposal.
- Duct smoke detectors, AHU/Equipment shutdown, smoke/fire dampers, end switch monitoring, and any fire life safety.
- Any and all labor and/or material associated with Fiber Optic Cabling unless specifically listed above.
- Any and all labor and/or material for Ethernet TCP/IP Cabling for intranet and extranet network connection to Network Area / Building Controller(s).
- Any and all labor and/or material associated with Smoke Exhaust Control unless specifically listed above.
- Any and all labor and/or material for tamper proof thermostats, and/or security hardware.
- 25. Stainless Steel Cable Restraints
- 26. CAT6A Cable, Belden Cable or greater

## Air Balance

- (2) Fan Coil Units
  - Associate grilles / registers
- (5) Existing Exhaust Fans
  - Associated grilles / registers
- Tolerances
  - Supply, Return, and Exhaust Fans and Equipment with Fans:  $\pm 10$  percent.
  - Air Outlets and Inlets:  $\pm 10$  percent.

## Air Balance Exclusions / Clarifications

- Pre-reads of air and water systems.
- Hydronic or Domestic Water balancing
- Additional testing, including but not limited to, duct air leakage, stairwell pressurization, sound, vibration, and refrigerant systems testing
- Balancing efforts outside of design tolerances
- Replacement of insulation, sheaves, belts, and/or impellers
- Seasonal testing and balancing, monitoring, and trend logging
- "As-built" layout of piping and ductwork, and/or calculating system effect factors
- Commissioning participation and/or serving as Commissioning Authority

## Project Exclusions / Clarifications

- Modifications to the existing systems other than what is specifically identified above.
- Temporary cooling or heating equipment and installation not included
- Patching or painting or repair of walls, floors or ceilings.
- Equipment view screens are excluded, including the removal / replacement of, or modification or extension of
- All roofing work is not included
- Architectural drawings and line of sight drawings are excluded.
- Chemicals or chemical treatment not included
- Electrical service, system, wiring, feeders, conduit, MCC, and breaker upgrades / upsize / replacement are excluded.
- All work dealing with fire life safety systems, fire sprinkler systems, and smoke evacuation systems is excluded.



- Construction fencing, temporary offices, temporary restrooms, security is excluded.
- Third Party review, testing, special inspection fees, deputy inspector fees
- Asbestos or Hazardous Material Abatement excluded
- Replacement or upgrade of any existing non-code compliant systems is excluded, including Title 24 code upgrades or acceptance testing. ADA requirements or upgrades excluded
- Demolition of pneumatics system not included, pneumatics will be abandoned in place
- Customer to coordinate all shutdowns with Trane's schedule
- Building permit fees, Plan check fees, Assessments, Taxes applicable to the development of property, Utility connection fees and Usage fees, AQMD permitting and/or Fees, Utility fees and Excess cable charges are excluded.
- Builders Risk (including flood and seismic insurance and Deductible) is excluded
- Any items not specifically listed as scope of work is not included
- We assume there will be no other work going on that will affect the timing or sequence of our installation
- Customer to provide Trane with the necessary CAT5/6 cable and installation, IP addresses, port configuration and network accessibility for the new DDC Controls system
- Trane to retain salvage rights of all removed equipment and materials, if applicable
- Temporary power or Trane provided utilities are excluded. We assume use of customer electrical, gas, and water for construction
- New gas meters are excluded
- ADA requirements excluded.
- Repair of any deficiencies or existing conditions found during air and water balancing are excluded
- Work will be performed during normal Trane business hours unless explicitly stated.
- We assume crane location, if applicable, will not be restricted by underground utilities, etc. Trane is not responsible for damage to underground utilities / other equipment in the crane area
- Additional vibration isolation not included
- We assume roof drains are per code, including condensate drains, upgrade to code compliant excluded
- We assume replacing equipment in like for like locations will yield proper equipment and electrical clearances per code. Any modification to equipment layout or location is not included
- Unforeseeable conditions. (These include additional scope items that could not in any way have been identified during the time of submitting our proposal)

# Pricing and Acceptance

Garth Larson  
City Of Imperial Beach  
825 IMPERIAL BEACH BOULEVARD  
Imperial Beach, CA 91932-9193

Site Address:  
City of Imperial Beach Lifeguard Station  
950 Ocean Lane  
Imperial Beach, CA 91932

## Price

Total Net Price (*Including appropriate Sales and/or Use Tax*).....\$267,698.00 USD

## Anticipation Discount

Trane is pleased to offer an opportunity to maximize the value of your purchase by offering you savings with the Trane Anticipation Discount Program (ADP) that is flexible and designed for all Trane customers. The discount depends on the percentage of quoted price that is pre-paid, estimated payment date, estimated monthly schedule of values, and the current annualized discount rate.

Total Potential ADP Discount for this project .....\$ By Request

Your Trane representative can provide a formal ADP quotation to lock in your savings.

## Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Wyatt Koenen  
Services Sales Account Manager  
Trane U.S. Inc.  
E-mail: wyatt.koenen@trane.com  
Office Phone: (858) 576-2500



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

|  |  |
|--|--|
| Submitted By: Wyatt Koenen                           | Cell: (619) 455-0453<br>Office: (858) 576-2500<br>Proposal Date: February 07, 2024 |
| <b>CUSTOMER ACCEPTANCE</b><br>City Of Imperial Beach | <b>TRANE ACCEPTANCE</b><br>Trane U.S. Inc.   |
| Authorized Representative                            | Authorized Representative  |
| Printed Name   | Printed Name   |
| Title  | Title  |
| Purchase Order<br>Acceptance Date:                   | Signature Date<br>License Number: 1066318  |

## TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (“PCB”), or other hazardous materials (hereinafter, collectively, “Hazardous

Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) Any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

## 20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.



**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**27. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

**29. Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)  
Supersedes 1-26.251-10(1221)

## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent

required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.



17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

April 17, 2024

**ITEM TITLE: RESOLUTION 2024-027 DENOUNCING ANY MODIFICATIONS TO THE MATERNITY WARD OR LABOR AND DELIVERY MEDICAL SERVICES AT SCRIPPS MERCY HOSPITAL CHULA VISTA. (0240-20)**

**ORIGINATING DEPARTMENT:**

City Manager

**EXECUTIVE SUMMARY:**

At the April 3, 2024 City Council meeting, several concerned citizens and medical personnel informed the City Council of the pending closure of the maternity ward at the Scripps Mercy Hospital in Chula Vista and intent to move any such services to the Hillcrest hospital site for Scripps Mercy. The Mayor directed Staff to prepare this agenda item which allows the City Council to hear from concerned citizens and consider adoption of a resolution on the subject to express the City's concerns with any potential negative impacts that could arise for Imperial Beach residents.

**RECOMMENDATION:**

Consider resolution.

**OPTIONS:**

- Consider approval of resolution and direct City Staff to send it to Scripps Mercy; or
- Provide other direction to City Staff.

**BACKGROUND/ANALYSIS:**

The City Council of the City of Imperial Beach was recently made aware of an upcoming change in operations by Scripps Mercy Hospital Chula Vista to close the maternity ward and move labor and delivery medical services from the Chula Vista hospital site to Scripps Mercy hospital site in Hillcrest. At the April 3 City Council meeting, Imperial Beach residents and medical personnel expressed extreme concern about the effects of such a modification of service. Negative impacts from this modification of service at the Scripps Mercy Hospital in Chula Vista include the length of time and methods of transportation for infirm or low-income families if labor and delivery services are necessary, increased vehicle emissions from new commutes, and any other reduced services and/or lower quality of life that could result from such a modification.

The City Council could adopt the attached resolution to denounce such changes and to express its concern for Imperial Beach residents.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**ATTACHMENTS:**

1. Resolution No. 2024-27

**RESOLUTION NO. 2024-027****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DENOUNCING ANY MODIFICATIONS TO THE MATERNITY WARD OR LABOR AND DELIVERY MEDICAL SERVICES AT SCRIPPS MERCY HOSPITAL CHULA VISTA**

**WHEREAS**, the City of Imperial Beach was recently made aware of an upcoming change in operations by Scripps Mercy Hospital Chula Vista to close the maternity ward and move labor and delivery services from the Chula Vista hospital site to Scripps Mercy hospital site in Hillcrest; and

**WHEREAS**, Imperial Beach residents and medical personnel have expressed extreme concern about the effects of such a modification of service; and

**WHEREAS**, the City of Imperial Beach is concerned about any negative impacts that this modification of service at the Scripps Mercy Hospital in Chula Vista could have on patients or employees from Imperial Beach due to transportation for infirm or low-income families if labor and delivery services are necessary, increased vehicle emissions from new commutes, and any other reduced services and/or lower quality of life that could result from such a modification; and

**WHEREAS**, the City of Imperial Beach is already an underserved community struggling with transboundary water pollution that has impacted the community for decades, without any relief or support from the State of California or the U.S. Federal Government; and

**WHEREAS**, the City of Imperial Beach is concerned with any actions that may reduce labor and delivery services for Imperial Beach residents.

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

1. The above recitals are true and correct.
2. The City of Imperial Beach denounces any modifications to labor and delivery medical services or operations and/or closure of the maternity ward at Scripps Mercy Hospital Chula Vista.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17<sup>th</sup> day of April 2024, by the following vote:

|                      |                        |
|----------------------|------------------------|
| <b>AYES:</b>         | <b>COUNCILMEMBERS:</b> |
| <b>NOES:</b>         | <b>COUNCILMEMBERS:</b> |
| <b>ABSENT:</b>       | <b>COUNCILMEMBERS:</b> |
| <b>DISQUALIFIED:</b> | <b>COUNCILMEMBERS:</b> |

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**PALOMA AGUIRRE, MAYOR**

**ATTEST:**

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

April 17, 2024

**ITEM TITLE: RESOLUTION NO. 2024-025 APPROVING EIGHTH AMENDMENT TO AGREEMENT BETWEEN THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) AND THE CITY OF IMPERIAL BEACH FOR ADMINISTRATION OF FOR-HIRE VEHICLE REGULATIONS. (0680-70 & 0680-75)**

**ORIGINATING DEPARTMENT:**

City Manager

**EXECUTIVE SUMMARY:**

The San Diego Metropolitan Transit System (MTS) is authorized under the California Public Utilities (PUC) to enter into contracts with any city in the County of San Diego to regulate any For-Hire Vehicle Services rendered within the city's limits. The City of Imperial Beach and MTS entered into a five-year agreement in 1990 and there have been seven amendments to this agreement. Staff is recommending that the City Council adopt Resolution No. 2024-025 approving an eighth amendment to the agreement between MTS and the City for the administration of For-Hire Vehicles and to authorize the City Manager to execute the agreement.

**RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2024-025 approving an eighth amendment to an Agreement for the administration of For-Hire Vehicle Regulations between San Diego Metropolitan Transit System (MTS) and the City of Imperial Beach and authorize the City Manager to execute the agreement.

**OPTIONS:**

- Adopt Resolution No. 2024-025 approving an eighth amendment to an Agreement between San Diego Metropolitan Transit System (MTS) and the City of Imperial Beach for the administration of For-Hire Vehicles Regulations between and authorizing the City Manager or designee to execute the agreement.
- Provide direction to the City Manager to take a specific action.
- Request additional information and an additional report.

**BACKGROUND/ANALYSIS:**

The San Diego Metropolitan Transit System (MTS) is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts with any city in the County of San Diego and with the County of San Diego to license or regulate by ordinance any For-Hire Vehicle Services rendered wholly within the city's corporate limits or within the unincorporated area of the county.

For-hire vehicle Services means vehicles, other than public transportation vehicles, transporting passengers over public streets for compensation, which includes taxicabs, non-emergency medical vehicles, passenger jitney services, low-speed vehicles, charts, and sightseeing vehicles.

Since July 1990, MTS has provided administration of taxicab and other for-hire vehicles in Imperial Beach. The regulations are in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County by the Adoption of a Uniform Paratransit Ordinance" and its other policies and regulations.

The purpose of the revisions to the eighth amendment of the agreement is to match the updated language of PUC 120266 that became effective January 2, 2022, per AB 302 which allows MTS to now enter into contracts with any jurisdiction within the County to regulate for-hire vehicle services. Previously, MTS could only enter into contracts with jurisdictions within MTS's service area.

The current eighth amendment to the agreement would continue the same services from July 1, 2024, through June 30, 2029. MTS staff is scheduled to take this item to their Board for consideration and approval on June 20, 2024.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

None. The agreement between MTS and the City allows MTS to continue to regulate For-Hire Vehicle Services rendered wholly within the city's limits that would be otherwise regulated by city staff.

**ATTACHMENTS:**

ATT 1 – Resolution No. 2024-025

ATT 2 – Eighth Amendment to Agreement for Administration of For-Hire Vehicle Regulations between San Diego Metropolitan Transit System and City of Imperial Beach

**RESOLUTION NO. 2024-025****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AN EIGHTH AMENDMENT TO AN AGREEMENT BETWEEN THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) AND THE CITY OF IMPERIAL BEACH FOR THE ADMINISTRATION OF FOR-HIRE VEHICLE REGULATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts with any city in the County of San Diego and with the County of San Diego to license or regulate by ordinance any For-Hire Vehicle Services rendered wholly within the city's corporate limits or within the unincorporated area of the county; and

**WHEREAS**, For-Hire Vehicle Services means vehicles, other than public transportation vehicles, transporting passengers over public streets for compensation, which includes taxicabs, non-emergency medical vehicles, passenger jitney service, low-speed vehicles, charts and sightseeing vehicles; and

**WHEREAS**, the City of Imperial Beach regulated taxicab and other for-hire vehicles in accordance with the Imperial Beach Municipal Code, Chapter 4.44; and

**WHEREAS**, The City of Imperial Beach desires that MTS regulate For-Hire Vehicles Services pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County by the Adoption of a Uniform Paratransit Ordinance" and its other policies and regulations; and

**WHEREAS**, The City of Imperial Beach and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013 through June 30, 2014; a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and a seventh amendment to that agreement for the period of July 1, 2019 through June 30, 2024; and

**WHEREAS**, The City of Imperial Beach and MTS now desire to enter into an agreement to extend the period from July 1, 2024 through June 30, 2029.

**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. MTS will administer and enforce For-Hire Vehicle Services through MTS Ordinance No. 11 and its other policies and regulations as in effect on July 1, 2024, and as thereafter from time to time amended by MTS, and thereby regulate For-Hire Vehicles Services rendered wholly within the City's corporate limits during the period of July 1, 2024 through June 30, 2029, pursuant to PUC Section 120266.
3. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Ordinance No. 11 and its other policies and regulations.

4. The City Manager and MTS Chief Executive Officer may supplement this Agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of For-Hire Vehicles Services regulation and to provide for reimbursable staff and legal support services.
5. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17th day of April 2024, by the following vote:

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

**ATTEST:**

\_\_\_\_\_  
**PALOMA AGUIRRE, MAYOR**

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



**EIGHTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF IMPERIAL BEACH**

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THIS AGREEMENT is entered into by and between the City of Imperial Beach, a municipal corporation, 825 Imperial Beach Boulevard, Imperial Beach, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts with any city in the County of San Diego and with the County of San Diego to license or regulate by ordinance any For-Hire Vehicle Services rendered wholly within the city's corporate limits or within the unincorporated area of the county;
- B. For-Hire Vehicle Services means vehicles, other than public transportation vehicles, transporting passengers over public streets for compensation, which includes taxicabs, non-emergency medical vehicles, passenger jitney service, low-speed vehicles, charts and sightseeing vehicles;
- C. The City of Imperial Beach regulated taxicab and other for-hire vehicles in accordance with the Imperial Beach Municipal Code, Chapter 4.44;
- D. The City of Imperial Beach desires that MTS regulate For-Hire Vehicles Services pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County by the Adoption of a Uniform Paratransit Ordinance" and its other policies and regulations;
- E. The City of Imperial Beach and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013 through June 30, 2014; a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and a seventh amendment to that agreement for the period of July 1, 2019 through June 30, 2024; and
- F. The City of Imperial Beach and MTS now desire to enter into an agreement to extend the period from July 1, 2024 through June 30, 2029.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce For-Hire Vehicle Services through MTS Ordinance No. 11 and its other policies and regulations as in effect on July 1, 2024, and as thereafter from time to time amended by MTS, and thereby regulate For-Hire Vehicles Services rendered wholly within the CITY's corporate limits during the period of July 1, 2024 through June 30, 2029, pursuant to PUC Section 120266.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Ordinance No. 11 and its other policies and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this Agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of For-Hire Vehicles Services regulation and to provide for reimbursable staff and legal support services.

4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this eighth amendment to the Agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. 2024-025, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2024.

CITY OF IMPERIAL BEACH

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Sharon Cooney  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

April 17, 2024

**ITEM TITLE: RESOLUTION 2024-020 RECOGNIZING APRIL AS “EARTH MONTH” IN THE CITY OF IMPERIAL BEACH. (0230-40)**

**ORIGINATING DEPARTMENT:**

Environmental & Natural Resources

**EXECUTIVE SUMMARY:**

This resolution acknowledges the significance of promoting environmental awareness within our community by officially recognizing April as ‘Earth Month’. It further recognizes and supports various activities planned throughout the City during this period.

**RECOMMENDATION:**

Adopt Resolution No. 2024-020 to recognize the month of April as “Earth Month” in the City of Imperial Beach.

**OPTIONS:**

- Adopt Resolution No. 2024-020
- Provide further direction to staff to recognize Earth Month in the community

**BACKGROUND/ANALYSIS:**

The first Earth Day was celebrated in the United States on April 22, 1970. Since then, through the efforts of government, grassroots organizations, and concerned citizens alike, Earth Day has evolved into a day of environmental recognition celebrated around the globe. An important focus of many Earth Day events is the responsible protection of natural areas, sustainable use of resources, and the protection of local water quality.

The Imperial Beach shoreline, Tijuana Estuary, and San Diego bayfront are important environmental resources to the region and enhance the quality of life for residents and visitors in the City. The month of April presents an appropriate opportunity in the spirit of Earth Day to recognize several educational activities, special events, and activities during the month that increase knowledge and awareness of key environmental issues.

The City plans to take advantage of the general atmosphere of environmental awareness around the month of April to engage the community more effectively on the City’s waste & recycling management, stormwater, energy conservation, San Diego Bay, and Tijuana River programs. In recognition of Earth Day, staff is recommending the adoption of a resolution from the City Council that would declare April as “Earth Month”. Several activities are planned around the month of April to encourage community involvement. These activities include:

- Container Contamination Minimization Program: The EDCO Environmental Times newsletter for April will focus on Imperial Beach residents and businesses to understand the importance of not placing plastic inside the organics recycling containers as part of April's Earth Month activities.
- The Tijuana River National Estuarine Research Reserve will be hosting the Monday Stewardship program, Nature Walk, and Bird Walk on various days in April. The schedule can be found at <https://trnerr.org/calendar/>.
- The City of Chula Vista will be hosting South Bay Earth Day on Saturday, April 13th at Bayfront Park located at 980 Marina Way in Chula Vista from 11 a.m. to 3 p.m. Imperial Beach residents are encouraged to participate. More information is available at <https://www.chulavistaca.gov/departments/clean/south-bay-earth-day>.
- ILACSD Annual Creek to Bay Cleanup: On Saturday, April 20th the City sponsors the annual I Love a Clean San Diego Creek to Bay Cleanup as a collaborative watershed activity for the San Diego Bay and Tijuana River WQIP. More than 100 cleanup sites will be held throughout San Diego including the South Bay area. Register for the event at <https://www.cleansd.org/> beginning April 1st.
- Annual Citywide Garage Sale: On Saturday, April 27th the City will hold its annual Citywide Garage Sale for residents to sell and exchange used items. The City provides an online map and free advertisement for residents who participate in this one-day event.
- The City's Parks, Recreation, and Community Services Department will be hosting the "Dia de Los Ninos" event at Veterans Park on Saturday, April 27th.
- National Prescription Drug Take-Back Day will be held on Saturday, April 27th at 10 a.m. This event will cover the disposal of expired/unused medications. The Imperial Beach Sheriff Station participates in this program. Visit the Take Back Day website for more details and additional locations.
- The Imperial Beach Home-Front Cleanup Day will be on Saturday, May 4th from 7 a.m. to 1 p.m. at the South Bay Union School District Office parking lot. Residents may dispose of unwanted items such as broken appliances, water heaters, furniture, old mattresses, and other miscellaneous bulky items. Free mulch will also be available for pick-up.

#### **ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

#### **FISCAL IMPACT:**

No fiscal impacts.

#### **ATTACHMENTS:**

ATT 1 - Resolution 2024-020

**RESOLUTION NO. 2024-020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA,  
RECOGNIZING APRIL AS “EARTH MONTH” IN THE CITY OF IMPERIAL BEACH**

**WHEREAS**, April 22<sup>nd</sup> is internationally recognized as Earth Day; and

**WHEREAS**, Earth Day was initiated in 1970 to inspire awareness of and appreciation for the Earth’s environment; and

**WHEREAS**, the beachfront, Tijuana Estuary, and San Diego Bayfront are important environmental resources to the region and enhance the quality of life for residents and visitors to the City; and

**WHEREAS**, residents, businesses, government entities, and others can care for the environment by reducing the generation of waste, recycling, minimizing water consumption, lowering energy use, and preventing urban runoff; and

**WHEREAS**, the City of Imperial Beach implements proactive programs that reduce the amount of waste sent to landfills, protect water quality, and conserve energy; and

**WHEREAS**, the City of Imperial Beach acknowledges the significance of promoting environmental awareness within our community by officially recognizing April as ‘Earth Month’; and

**WHEREAS**, the Imperial Beach City Council, staff, and concerned residents continue to demand action to solve the cross-border pollution issues in the Tijuana River.

**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 month of April is recognized as “Earth Month” in the City of Imperial Beach.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 17<sup>th</sup> day of April 2024, by the following vote:

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

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**PALOMA AGUIRRE, MAYOR**

**ATTEST:**

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