

**DATE:**

**SUBJECT:**

**..Title**

**RESOLUTION AUTHORIZING A 40-YEAR MUNICIPAL SERVICES AGREEMENT WITH THE CITY OF IMPERIAL BEACH FOR LAW ENFORCEMENT, FIRE, EMERGENCY MEDICAL, LIFEGUARD, ANIMAL CONTROL, AND MAINTENANCE SERVICES ON NON-AD VALOREM DISTRICT PROPERTY LOCATED IN THE CITY OF IMPERIAL BEACH**

**..Body**

**EXECUTIVE SUMMARY:**

The District reimburses its five Member Cities for certain services provided on non-taxpaying Tidelands. These agreements are referred to as Municipal Services Agreements (MSAs). The District previously entered into two MSAs with the City of Imperial Beach – one for the provision of police, fire, emergency medical, lifeguard, and animal control services, and the other, for tidelands maintenance services. These two agreements are set to expire June 30, 2021.

To continue to provide these valuable services to the District, staff has negotiated a combined MSA to cover all services which will be provided at the currently-budgeted rate of \$5,125,320 for FY 20/21 escalating by approximately 5.7% to \$5,415,888 in FY 21/22. The increase in FY 21/22 is due to the addition of more law enforcement services in beach areas and an overall increased cost to provide the services. As with the existing MSAs, this proposed combined MSA includes a provision for annual adjustments to the rate. Based on conversations with the City, the previous method does not adequately compensate the City for its costs to provide these services, so as a result, staff negotiated a fixed, three percent (3%) annual increase (commencing in FY 22/23) with ten-year reviews (commencing in 2030) to the service levels and rates. The new agreement also includes the ability to defer, interest free, an amount equal to (5) service years' worth of the yearly three percent (3%) payment increases. Another item of discussion was the term, which under the existing MSAs is nine years. The City requested a longer term, and consistent with discussions with the City of Chula Vista, staff and the City negotiated a forty (40) year term; however, the proposed combined MSA allows either party to terminate upon six (6) months' notice.

Staff and the City have worked closely together to negotiate MSAs to provide more certainty for both the District and the City as well as more accurately reflect the cost of providing services on tidelands. For the reasons discussed above and as more fully outlined below, staff recommends the Board approve the proposed MSA with the City.

**RECOMMENDATION:**

**..Recommendation**

Adopt a resolution authorizing a 40-Year Municipal Services Agreement with the City of Imperial Beach for law enforcement, fire, emergency medical, lifeguard, animal control,

and maintenance services on non-ad valorem tideland trust property located in the City of Imperial Beach. **..Body**

### **FISCAL IMPACT:**

Funds are budgeted in the current FY 20/21 budget. Funds required for future fiscal years will be budgeted for in the appropriate year subject to Board approval upon adoption of each fiscal year's budget.

### **COMPASS STRATEGIC GOALS:**

This agenda item supports the following Strategic Goal(s).

- A Port that the public understands and trusts.
- A Port with a healthy and sustainable bay and its environment.
- A Port that is a safe place to visit, work and play.

### **DISCUSSION:**

The District reimburses its five Member Cities for certain services provided on non-taxpaying Tidelands. These agreements are referred to as Municipal Services Agreements (MSAs). In 2012, the Board of Port Commissioners (Board) approved two MSAs with the City of Imperial Beach (City) for nine (9) year terms expiring June 30, 2021. The total original value of the two MSAs was approximately \$4.4 million which amount has been escalated per the provisions of the MSAs to \$5,125,320 in the current FY 20/21 budget. In late 2019, the City requested that District staff begin negotiations on a new MSA for police, fire, emergency medical, lifeguard, and animal control, and tidelands maintenance services. Reimbursement for these services is currently embodied in the two separate MSAs, which the City also requested that the District consolidate into one. The rate at which the City is reimbursed is called the Baseline Rate. The City is proposing an approximately 5.7% increase to the Baseline Rate in FY 21/22 to \$5,415,888 due to the addition of more law enforcement in certain beach areas.

Since the existing two City MSAs are in their final year, the proposed consolidated MSA would have a Baseline Rate reflecting all services to be provided in the current fiscal year 20/21 at the amounts currently budgeted by the District. As noted above and commencing FY 21/22, the Baseline Rate would increase to \$5,415,888 and thereafter increase by three percent (3%) annually. This is in contrast to the approach in the existing MSAs, which provides that the Baseline Rate is adjusted annually depending upon the District's financial performance and is subject to a maximum upward or downward adjustment of four percent (4%) with a tie back to changes in the Consumer Price Index (CPI). Over the current term of the MSAs, the annual adjustment has not decreased but rather has grown at a compound annual growth rate of approximately two percent (2%). According to the City, these annual increases have not kept pace with the increasing expenses associated with providing these services on tidelands. As a result, the City and District staff negotiated a fixed three percent (3%) annual escalator with Baseline Resets every ten years, subject to the following caveats: first, the

Baseline Rate has a floor of the FY 21/22 Baseline Rate as adjusted for subsequent three percent (3%) annual escalations, and second, in no event are the services being provided to the District to be adjusted to a level so that the value of such services is less than the Baseline Rate then in effect.

Service levels would be revisited every ten years at 2030, 2040, and 2050. This review provides the opportunity for the City to present a request for an increased Baseline Rate, if necessary, to continue to provide services or increase service levels under the MSA. If the parties can't agree to a new Baseline Rate, then the existing rate would stay in place and continue to escalate at three percent (3%) annually. Additionally, and subject to the second caveat noted above, the City would have the ability to reduce service levels consistent with the amount of Baseline Rate funding provided under the MSA. , On the other hand, the District may defer, interest free, up to five (5) years' worth of annual three percent (3%) increases to the Baseline Rate in the event certain unforeseen circumstances take place.

Another item of discussion was the term, which under the existing MSAs is nine years. The City requested a longer term, and consistent with discussions with the City of Chula Vista, staff and the City negotiated a forty (40) year term. However, the proposed MSA allows either party to terminate in its sole discretion upon providing six (6) months' notice. The proposed MSA has also been updated to include language consistent with the District's current standard agreements for service providers and also to include an updated indemnity provision that is more appropriate given the nature of the arrangement between the City and the District and the services being provided.

Upon the effectiveness of the new MSA, the MSAs currently in effect will automatically terminate, provided that each of the City and the District shall remain liable for obligations arising prior to the effectiveness of the new MSA and other specific obligations in the MSAs that survive termination.

To ensure the City continues to provide these valuable services to non-ad valorem District property, staff recommends the Board authorize the MSA with the City.

### **General Counsel's Comments:**

The Office of the General Counsel has reviewed and approved this agenda and the proposed resolution, as presented, as to form and legality.

### **Environmental Review:**

The proposed Board action, including without limitation, a resolution authorizing a 40-year municipal services agreement with the City of Imperial Beach, does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Sections 15352 and 15378 because no direct or indirect changes to the physical environment would occur. CEQA requires that the District adequately assess the environmental impacts of projects and reasonably foreseeable activities that may result from projects prior to the approval of the same. Any project developed as a result of the proposed Board action that requires the District or the Board's discretionary

approval resulting in a physical change to the environment will be analyzed in accordance with CEQA prior to such approval. CEQA review may result in the District, in its sole and absolute discretion, requiring implementation of mitigation measures, adopting an alternative, including without limitation, a “no project alternative” or adopting a Statement of Overriding Consideration, if required. The proposed Board action in no way limits the exercise of this discretion. Therefore, no further CEQA review is required.

The proposed Board action complies with Sections 21, 31, 35, and 81 of the Port Act, which allow the Board to pass resolutions; contract with cities for services; to do all acts necessary and convenient for the exercise of its powers; and to use funds for expenses of conducting the District. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board action is consistent with the Public Trust Doctrine.

The proposed Board action does not allow for “development,” as defined in Section 30106 of the California Coastal Act, or “new development,” pursuant to Section 1.a. of the District’s Coastal Development Permit (CDP) Regulations because it will not result in, without limitation, a physical change, change in use or increase the intensity of uses. Therefore, issuance of a Coastal Development Permit or exclusion is not required. However, development within the District requires processing under the District’s CDP Regulations. Future development, as defined in Section 30106 of the Coastal Act, will remain subject to its own independent review pursuant to the District’s certified CDP Regulations, PMP, and Chapters 3 and 8 of the Coastal Act. The proposed Board action in no way limits the exercise of the District’s discretion under the District’s CDP Regulations. Therefore, issuance of a CDP or exclusion is not required at this time.

### **Equal Opportunity Program:**

Not applicable.

### **PREPARED BY:**

Shaun D. Sumner  
Vice President, Real Estate, Engineering and Facilities

Kirk Nichols  
Assistant Chief of Police, Harbor Police

Cid Tesoro  
Assistant Vice President, Infrastructure

### **Attachment(s):**

Attachment A:	Proposed 40-Year Municipal Services Agreement
Attachment B:	Existing Municipal Services Agreement - Police, Fire, Emergency medical, Lifeguard, and Animal Control Services
Attachment C:	Existing Municipal Services Agreement - Tidelands Maintenance



**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
CITY OF IMPERIAL BEACH  
for  
POLICE, FIRE, EMERGENCY MEDICAL, LIFEGUARD, ANIMAL CONTROL,  
AND TIDELANDS MAINTENANCE SERVICES**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District") and THE CITY OF IMPERIAL BEACH, a municipal corporation ("City"). The District and the City may each be referred to herein as a "Party" and together as the "Parties."

RECITALS:

WHEREAS, the San Diego Unified Port District Act allows the District to contract with the municipalities whose territorial limits are adjacent or contiguous to those of the District for police, fire, and other services; and

WHEREAS, the District and the City desire to execute an Agreement for police, fire, emergency medical, lifeguard, animal control, and maintenance services on non-ad valorem tideland trust property located in the City of Imperial Beach; and

WHEREAS, the City has the capacity to provide law enforcement, fire, emergency medical, lifeguard, animal control, and maintenance services to said District Property.

NOW THEREFORE, the Parties agree to the following:

1. **SCOPE OF SERVICES.** This Agreement covers reimbursement of the cost of police, fire, emergency medical, lifeguard, animal control, and maintenance services to be provided by the City upon the District's tidelands and property within the City's limits, which do not generate ad valorem tax revenues, as depicted on Exhibit 1, Non-Tax Paying Tidelands in the City of Imperial Beach, incorporated by reference as though fully set forth herein (the "Premises"), and which includes, but is not limited to, beach areas, piers, non-dedicated streets, parks and other open

space, unleased developed properties, leased properties wherein the lessee is not subject to ad valorem taxes (with the exception of properties leased to the City), unleased vacant land, and unsubmerged property not subject to ad valorem taxes. Nothing contained herein shall give the City the right to use or occupy any District real or personal property, or to otherwise use the services of the District or its employees. City shall provide police, fire, emergency medical, lifeguard, animal control, and maintenance services as contained in the "Scope of Services" established as the baseline service level, attached hereto as Exhibit 2-A with respect to police, fire, emergency medical, lifeguard, and animal control services and Exhibit 2-B with respect to maintenance services, both of which are incorporated by reference as though fully set forth herein (collectively, the "Services"), as the same may be adjusted in accordance with the terms of this Agreement. . Services under this Agreement shall be in furtherance of the San Diego Bay tideland trust for the accommodation of commerce, navigation, fisheries, and recreation on said trust tidelands for the benefit of all of the people of the State of California.

- a. **Lifeguard Services.** With respect to lifeguard services to be provided hereunder ("Lifeguard Services"), the City shall provide the requisite equipment, storage facilities, and other necessary materials and items (collectively, "Lifeguard Equipment") as well as the necessary personnel and supervision, to provide effective Lifeguard Services at the levels set forth in the Scope of Services; provided that (i) District agrees that the City may use those equipment items listed on Exhibit 3 – District Owned Lifeguard Equipment exclusively for the purposes of satisfying the City's obligations with respect to Lifeguard Services under this Agreement, and for no other purpose, and (ii) reimbursement for any new Lifeguard Equipment shall be governed by Section 3.g below. At all times the Lifeguard Equipment is being used by City or in the City's possession, City be responsible, at its sole cost and expense, for all repairs and for maintaining the Lifeguard Equipment in good order and condition. At any time (i) the City no longer provides Lifeguard Services to the District, (ii) any

Lifeguard Equipment is at the end of its useful life, (iii) any Lifeguard Equipment is no longer required, or (iv) upon written demand by the District, City shall immediately transfer possession of and if necessary, clean title (free and clean of any and all encumbrances) to the Lifeguard Equipment (or any applicable piece or part thereof) to the District at no cost to the District. Other than as set forth in Section 3.g below, City shall be responsible for costs associated with replacing or purchasing new Lifeguard Equipment in connection with the City's duties under this Agreement, and notwithstanding anything to the contrary stated in this Agreement, the District shall not have any liability associated with the City's use of the Lifeguard Equipment.

- b. **Animal Control Services.** For clarification and with respect to animal control services to be provided hereunder ("Animal Services"), the City shall provide Animal Services (including enforcement of applicable animal related Laws on the Premises) to the District with respect to the Premises to the same extent and in the same manner as the City provides or may be required by all Laws to provide to an ad valorem tax-generating property within the City's jurisdiction.
2. **TERM OF AGREEMENT.** The term of this Agreement (the "Term") shall be effective as of July 1, 2020 and shall terminate on June 30, 2060, subject to earlier termination as provided below. For purposes of this Agreement, each year beginning on July 1 and ending on June 30 of the following year shall be referred to herein as a "Service Year."
3. **COMPENSATION.** For performance of Services, District shall compensate City as follows:
  - a. **Baseline Rate for Services Provided.** Commencing on July 1, 2020, District shall pay City \$5,125,320, and commencing on July 1, 2021, District shall pay City \$5,415,888 (the "Initial Baseline Rate") each Service Year for the Services until the Initial Baseline Rate is adjusted in accordance with

the terms of this Agreement. The Initial Baseline Rate, as adjusted in accordance with the terms of this Agreement, shall be referred to herein as the “Baseline Rate.”

- b. **Periodic Baseline Rate Resets.** The Baseline Rate shall be subject to adjustment periodically on the following days (each a “Baseline Reset Date”):

First Baseline Reset	July 1, 2030
Second Baseline Reset	July 1, 2040
Third Baseline Reset	July 1, 2050

At least six (6) months before a scheduled Baseline Reset Date, City shall send to the District a proposed new Baseline Rate for discussion which shall include reasonable justification and supporting documentation for the new Baseline Rate, as well as a proposed updated Scope of Services (a “Baseline Rate Proposal”). After the District receives a Baseline Rate Proposal, the Parties shall use good faith efforts to negotiate the Baseline Rate Proposal and agree upon a new Baseline Rate (which shall include an updated Scope of Services). If the Parties fail to agree on a new Baseline Rate on or prior to a Baseline Reset Date, then the Baseline Rate shall adjust pursuant to Section 3.c below, the Scope of Services then in effect shall continue to be effective, and the Parties shall continue to negotiate in good faith; provided that if the Parties, despite good faith efforts and each Party’s compliance with the terms of this Section 3.b, fail to agree on a new Baseline Rate on or before the date that is twelve (12) months after the District receives a Baseline Rate Proposal, then the Baseline Rate (as adjusted and subject to further adjustment pursuant to Section 3.c below) and the Scope of Services then in effect shall continue to apply until the next Baseline Rate Proposal is provided in accordance with terms set forth above. If the Parties agree on a new Baseline Rate on or before the date that is twelve (12) months after the District receives a Baseline Rate

Proposal, then (i) in the event that the updated Scope of Services does not result in increased levels of Services as compared to the levels of Services in effect prior to the applicable Baseline Reset Date, then such new Baseline Rate (including the updated Scope of Services) shall become effective as of such Baseline Reset Date, or (ii) in the event that the updated Scope of Services results in increased levels of Services as compared to the levels of Services in effect prior to the applicable Baseline Reset Date, then such new Baseline Rate shall become the new Baseline Rate (including the updated Scope of Services) effective as of first day of the quarter immediately following the Parties reaching an agreement. Following the establishment of a new Baseline Rate (and updated Scope of Services) pursuant to the previous sentence, the Baseline Rate shall be adjusted thereafter as described in Section 3.c below.

Following the establishment of a new Baseline Rate as set forth in this Section 3.b, the Parties shall execute a letter agreement to amend this Agreement solely in order to document (i) the new Baseline Rate (ii) the updated Scope of Services, and (iii) the effective date of the new Baseline Rate and updated Scope of Services.

Notwithstanding anything to the contrary stated in this Agreement, in no event shall a Baseline Rate, as adjusted pursuant to the terms of this Section 3.b or 3.f below, be less than the Initial Baseline Rate as adjusted for Annual Baseline Increases (as defined in Section 3.c below); provided, however, that in no event (whether pursuant to a Service level adjustment under Section 3.f or otherwise) shall Services be adjusted to a level so that the value of such level of Services is less than the corresponding Baseline Rate then in effect.

- c. **Annual Baseline Increases to the Baseline Rate.** Commencing on July 1, 2022 and on each July 1 thereafter during the Term, the Baseline Rate shall be increased by three percent (3%) (the “Annual Baseline Increase”);

provided, however, the procedures and provisions set forth in Section 3.b above shall control with respect to the effective Baseline Rate (or any adjustment thereof) on or following a Baseline Reset Date.

If the City provides the District with reasonable justification in writing that the Baseline Rate (as adjusted pursuant to an Annual Baseline Increase, distinguished from establishing a new Baseline Rate pursuant to Section 3.b above) is insufficient to cover the costs of the Services to be provided pursuant to the then applicable Scope of Services, then the City shall have the right to adjust the level of Services in accordance with the terms of Section 3.f below.

- d. **Events for Deferred Payments and Service Level Adjustments.** The Parties agree that upon the occurrence of certain unforeseeable events, the District may defer a portion of certain payments due under this Agreement and/or the District or the City may adjust the level of Services being provided by the City hereunder. Each of the following events (each an “Adjustment Event”) may justify Deferred Payments as provided in Section 3.e below or a Service Level Adjustment as provided in Section 3.f below:

- (1) Unanticipated events or needs that would require District budget cuts in the Service Year during which the events or needs occur and/or the Service Year immediately thereafter;
- (2) Acts of God, civil commotions, fire or other casualty, acts of terrorism, pandemics, and/or other force majeure type events beyond the reasonable control of a Party;
- (3) Expenses associated with bad debt, benefit cost increases, pollution remediation costs, judgments, and/or settlement costs;

- (4) Unanticipated costs associated with regulatory requirements and/or legal mandates; or
- (5) A need by District to replenish operating reserves should reserves fall below levels required by the then current policies of the Board of Port Commissioners.

e. **Deferred Payments.** Following the occurrence of one or more Adjustment Events, the District may defer an amount equal to the Annual Baseline Increase attributable to a given future Service Year or Services Years (*i.e.*, an amount equal to the three percent (3%) increase to the Baseline Rate for the applicable Service Year(s)) by providing the City with written notice no less than sixty (60) days prior to the applicable Service Year (or the initial Service Year if the District is electing to defer an amount attributable to multiple Service Years). Any Adjustment Event may be used as a basis to defer the Annual Baseline Increase due for one or more entire future Service Year(s); provided that in no event over the Term may the District defer the Annual Baseline Rate Increase(s) attributable to more than five (5) Service Years on a cumulative basis. Any amount deferred pursuant to this Section 3.e shall be referred to as a “Deferred Payment”. Any Deferred Payment(s) shall be repaid in the years following the deferral based upon the length of the deferral period. For example, if the District elects, at a given time, to defer the Annual Baseline Increase due for one (1) Service Year, the associated Deferred Payment must be repaid, in equal quarterly installments, during the Service Year following the Service Year to which the Deferred Payment applies and at the same time the District makes or would otherwise be obligated to make payments pursuant to Section 3.h below for such following Service Year; or if the District elects, at a given time, to defer the Annual Baseline Rate Increases for three (3) Service Years, the associated Deferred Payment must be repaid, in equal quarterly installments, during the three (3) Service Years following the three (3) Service Years to which the Deferred Payment applies and at the same time

the District makes or would be obligated to make payments pursuant to Section 3.h below. Subject to the limits set forth above, the District may elect to defer Annual Baseline Rate Increases in accordance with the terms hereof on one or more occasions. No interest shall accrue and be payable with respect to any Deferred Payment. The District's obligation to repay any Deferred Payment in accordance with the terms of this Section 3.e shall survive the expiration or earlier termination of this Agreement.

- f. **Service Level Adjustments.** In the case of the District, following the occurrence of one or more Adjustment Events, or in the case of the City, following the occurrence of Adjustment Event (2) or pursuant to Section 3.c above, levels of Services may be reasonably reduced by either the District or the City (a "Service Level Adjustment"). Should either Party require a reduction to the level of Services following an Adjustment Event applicable to such Party or, in the case of the City, pursuant to Section 3.c as provided above, then such Party shall notify the other Party of the request, the applicable Services to be reduced, the length of the reduction, and an explanation for the same. Within sixty (60) days of receiving or sending, as applicable, an adjustment request, the City shall provide to District a detailed summary of changes to the level of Services, the duration of such changes, and the associated reduction in cost to the City (an "Adjustment Summary"). Prior to an adjustment in Services becoming effective, an Adjustment Summary shall be subject to the District's prior written approval, such approval not to be unreasonably withheld, conditioned, or delayed. In connection with an Adjustment Summary, if reduced levels of Services will result in a lower cost to City to provide the Services, then amounts owed hereunder by the District shall be reduced commensurate with the reduced levels of Services and for the duration such reduced levels of Service in are in place as set forth in the Adjustment Summary. Upon the District's approval of any Adjustment Summary, (i) the corresponding adjustments to the levels of Services and amounts due hereunder shall immediately become effective and (ii) such adjustments and amounts shall be



incorporated into a letter agreement to amend this Agreement solely in order to document the adjustments.

- g. **Lifeguard Equipment Procurement.** No later than ninety (90) days after the mutual execution of this Agreement, and within the first ninety (90) days of every Service Year, City shall send to the District a schedule of any new Lifeguard Equipment which the City reasonably believes it needs to purchase for the following four (4) Service Years (which shall include the Service Year then in effect) (each a “New Lifeguard Equipment Budget”) and for which the City is seeking reimbursement from the District. Any new Lifeguard Equipment requested pursuant to a New Lifeguard Equipment Budget shall be limited to Lifeguard Equipment reasonably necessary for the City to comply with its obligations to provide Lifeguard Services in accordance with the terms of this Agreement. Each New Lifeguard Equipment Budget shall include a schedule and costs of anticipated new Lifeguard Equipment purchases (and shall not include any subsequent costs to maintain and service any Lifeguard Equipment, which shall be the sole responsibility of the City as set forth in Section 1.a. above), reasonable justification and supporting documentation for the same, and a certification that the procurement process for any purchase of such equipment will comply with all Laws. The District shall have no obligation to reimburse the City for any items set forth in a New Lifeguard Equipment Budget unless such reimbursement is approved by the District in its sole and absolute discretion and in accordance with Board of Port Commissioners Policy No. 110 or any other applicable Laws. If the Board of Port Commissioners does not elect to reimburse the City for any new Lifeguard Equipment in a New Lifeguard Equipment Budget, then to the extent not having such new equipment actually and significantly negatively affects the City’s ability to provide the Lifeguard Services at the level set forth in the then applicable Scope of Services, the City may perform a corresponding Service Level Adjustment as reasonably necessary to account for such decreased ability. The District agrees to consider any request for reimbursement set forth in a

New Lifeguard Equipment Budget on or before February of the Service Year in which the New Lifeguard Equipment Budget is timely received. Any reimbursement for Lifeguard Equipment authorized by the District pursuant to this Section 3.g shall be made in accordance with Section 3.h below.

- h. **Reimbursement Process.** City shall submit written requests for reimbursement to District for equal quarterly payments for Services provided under this Agreement. Such requests shall include amounts due for the Service Year in question and, if applicable, any Deferred Payment, reimbursement for Lifeguard Equipment pursuant to Section 3.g above, or amounts due pursuant to Section 16 below. With respect to Lifeguard Equipment, (i) any request for reimbursement shall include paid invoices for the Lifeguard Equipment for which the City is being reimbursed, (ii) the District shall only be obligated to reimburse amounts approved by the District for reimbursement in accordance with Section 3.g above, and (iii) if the District elects to reimburse the City for a greater amount for new Lifeguard Equipment than initially approved pursuant to Section 3.g above, then amounts reimbursed in excess of such initially approved amounts shall be applied to and be a credit against amounts next coming due by the District for Services hereunder. District agrees to make reimbursement payments to City within thirty (30) days of receipt of a properly prepared request for reimbursement.

#### 4. **RECORDS**

- a. In accordance with generally accepted accounting principles, City shall maintain full and complete records of the cost of Services performed under this Agreement. Such documentation, if reasonably available and prepared and maintained in the regular course of business, may include time cards, contracts, receipts, original invoices, canceled checks, payroll documentation, calls for service records, dispatch records, police and fire budget data, other budget data used to calculate citywide overhead factors,

and periodic logs maintained by law enforcement and fire staff. Such records shall be open to inspection of District at all reasonable times in the City of Imperial Beach and such records shall be kept for at least three (3) years after the expiration or earlier termination of this Agreement.

- b. Such records shall be maintained by City for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. City understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial or other records, whether or not final, which City or anyone else associated with the work has prepared or which relate to the work which City is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. City shall provide District at City's expense a copy of all such records within ten (10) working days of a written request by District, unless the requested records are voluminous in nature, in which case the City shall deliver the requested records as soon as reasonably practicable. District's right shall also include inspection at reasonable times of the City's office or facilities, which are engaged in the performance of services pursuant to this Agreement. City shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. City's failure to provide the records within the time requested shall preclude City from receiving any compensation due under this Agreement until such documents are provided.

## 5. **CITY'S SUB-CONTRACTORS**

- a. It may be necessary for City to sub-contract for the performance of certain technical services or other services for City to perform and complete the required services; provided, however, City shall notify the District of all City's

subcontractors providing any services hereunder. The City shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by City or City's sub-contractors. City shall compensate each City's sub-contractors in the time periods required by law. Any City's sub-contractors employed by City shall be independent City's and not agents of District. City shall ensure that City's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

- b. City shall also include a clause in its Agreements with City's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require City's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

## 6. **COMPLIANCE**

- a. In performance of this Agreement, City and City's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. City shall comply with the prevailing wage provisions of the Labor Code and any other prevailing wage laws, and the Political Reform Act provisions of the Government Code, as applicable.

- b. City shall comply with all Federal, State, regional and local laws, rules, ordinances, regulations, statutes, and requirements and District Ordinances and Regulations (collectively, "Laws") applicable to the performance of services under this Agreement as exist now or as may be added or amended.
7. **INDEPENDENT ANALYSIS.** City shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, City shall possess no authority with respect to any District decision.
8. **ASSIGNMENT.** This is a personal services Agreement between the Parties and neither Party shall assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of the other Party hereto.
9. **MUTUAL INDEMNITY**
- a. To the fullest extent provided by law, City agrees to defend, indemnify and hold harmless the District, its agents, officers, employees, and subcontractors (collectively, the "District Parties"), from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including City's officers, agents, subcontractors, employees (collectively "Claims"), caused by, arising out of, or related to the performance of services by the City or its officers, agents, subcontractors, and/or employees (collectively, the "City Parties") as provided for in this Agreement, or failure to act by any of the City Parties. The City's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the sole negligence or willful misconduct of any of the District Parties.

- b. To the fullest extent permitted by law, District agrees to defend, indemnify, and hold harmless the City Parties from and against any Claims arising from the sole negligence or willful misconduct of any of the District Parties.
- c. Each Party further agrees that its respective duty to indemnify and defend as set forth in Sections 9.a. and 9.b above requires that District or City, as applicable, pay all reasonable attorneys' fees and costs the indemnified Party incurs associated with or related to enforcing the applicable indemnification provisions and defending any Claim indemnified pursuant to Section 9.a or 9.b above.
- d. An indemnified Party may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If an indemnified Party chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any indemnified Claim pursuant to Section 9.a or 9.b above, the indemnifying Party agrees to pay all reasonable attorneys' fees and all costs incurred by the indemnified Party.
- e. Each of the Party's indemnification obligations set forth in this Section 9 shall survive the expiration or earlier termination of this Agreement.

## 10. **INSURANCE REQUIREMENTS**

- a. City (and District unless noted to be only applicable to the City) shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
  - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one

million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

- (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
  - (b) In the case of the City, the Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit 4, Certificate of Insurance, attached hereto and incorporated herein).
  - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the City's insurance and shall not contribute to it.
  - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
  - (3) In the case of the City, Workers' Compensation, statutory limits, is required of the City and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers'

Compensation and Insurance Act”, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer’s Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

- (4) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

- (a) At the end of the agreement period, City shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.

- (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, City shall maintain at its own expense, “tail” coverage in the same minimum amount as set forth in this paragraph.

- (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.

- (5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer’s Liability policies.

- b. City shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon



renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit 4 and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. City shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
  - d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on City or City's sub-contractors or any tier of City's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
  - e. On each Baseline Reset Date, the insurance policies limits set forth in this Section 10 shall be subject to reasonable increases as determined by District in District's reasonable discretion.
11. **ACCURACY OF SERVICES.** City shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. City shall correct such deficiencies without additional compensation. Furthermore, City expressly agrees

to reimburse District for any costs incurred as a result of such deficiencies. City shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the City or its agents, employees, or subcontractors.

12. **INDEPENDENT CONTRACTOR.** City and any agent or employee of City shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the City's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the City. City shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. City acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. City disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
13. **ADVICE OF COUNSEL.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the Parties hereto. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each Party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the Parties and supersedes all prior negotiations, discussion, obligations and rights of the Parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the Parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the Parties hereto.
16. **PRIOR AGREEMENTS.** Reference is hereby made to the following agreements (together, as amended or otherwise modified, the "Prior Services Agreements"):
- (a) that certain Agreement between the District and the City for Sheriff, Fire, Emergency Medical, Lifeguard and Animal Control Services filed in the Office of the District Clerk on April 4, 2013 as Document No. 60237; and (b) that certain Agreement between the District and the City for Tidelands Maintenance Services filed in the Office of the District Clerk on April 3, 2013 as Document No. 60236. As of the mutual execution of this Agreement by the Parties, the Prior Services Agreements shall automatically terminate without the need for additional action by either Party; provided that, notwithstanding the foregoing, any obligations of District or City under the Prior Services Agreements accruing or arising on or prior to such termination, any obligations arising under Section 8 of either of the Prior Services Agreements, and/or any obligations which by their terms survive such termination, shall remain enforceable by District or City, as applicable.

Notwithstanding the foregoing provisions of this Section 16, the Parties agree that in the first quarterly statement submitted by the City to the District pursuant to Section 3.h above, and for the time period between July 1, 2020 and the effectiveness of this Agreement, the City shall submit for reimbursement an amount equal to (i) the amounts owed for Services between July 1, 2020 and the effectiveness of this Agreement and pursuant to the terms hereof less (ii) the amounts paid under the Prior Services Agreements between July 1, 2020 and the effectiveness of this Agreement.

17. **TERMINATION.** In addition to any other rights and remedies allowed by law, either Party may terminate this Agreement with or without cause in such Party's sole and absolute discretion by providing written notice to the other Party specifying the date of such termination, which termination date shall be no less than six (6) months after to the date on which the non-terminating Party receives the termination notice.

In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by City to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by City other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the Parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the Parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other Party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both Parties agree in their sole and absolute discretion, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such

other provider as the Parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any Party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

- 19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the City, made an exhaustive inspection to check the quality or quantity of the services performed by the City, made an examination to ascertain how or for what purpose the City has used money previously paid on account by the District, or constitute a waiver of claims against the City by the District. The District may in its sole discretion withhold payments or seek reimbursement from the City for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the City. Upon five (5) day written notice to the City, the District shall have the right to estimate the amount of expenses,

miscellaneous charges, or other liabilities or increased costs and to cause the City to pay the same; and the amount due the City under this Agreement or the whole or so much of the money due or to become due to the City under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the City at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the City. It is the express intent of the Parties to this Agreement to protect the District from loss because of conduct by or on behalf of the City.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS (IF APPLICABLE)**

- a. City acknowledges and agrees that it is the sole and exclusive responsibility of City to: (a) ensure that all persons and/or entities (including, but not limited to, City or Subcontractors) who provide any labor, services, equipment and/or materials in connection with any Services hereunder shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any of the foregoing are subject to the PWL by obtaining a determination by means that do not involve the District.
- b. Certified Payrolls. City acknowledges and agrees that it is the sole and exclusive responsibility of the City to insure that all certified payrolls are provided to the District. City shall submit certified payrolls electronically via the software LCPtracker.
  - (1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. City will be given a Log-On identification and

password to access the San Diego Unified Port District's reporting system upon City's request.

- (2) The use of LCPtracker by the City is mandatory. Access to LCPtracker will be provided at no cost to the City.
- (3) In order to utilize LCPtracker, the City needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to [www.lcptracker.com](http://www.lcptracker.com). To Login, go to [www.lcptracker.net](http://www.lcptracker.net) and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon City's request.
- (4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The City's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
- (5) City must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will be given a Log-On identification and password from the City.
- (6) Training options can be provided to the City upon request.

21. **CITY/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE)**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract

Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  - d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
23. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the City.
- a. Submit all correspondence regarding this Agreement to:

President/CEO



Executive Offices  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488

- b. The City's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Andy Hall, City Manager  
City of Imperial Beach  
825 Imperial Beach Blvd, Imperial Beach CA, 91932  
Tel.: (619) 423-0314  
Fax: (619) 628-1395  
Email: ahall@imperialbeachca.gov

- c. Written notification to the other Party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

- d. Requests for payment by City shall be remitted to:

Finance Department  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488

[SIGNATURE PAGE FOLLOWS]

SAN DIEGO UNIFIED PORT DISTRICT

CITY OF IMPERIAL BEACH

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Randa Coniglio  
President / CEO

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Andy Hall,  
City Manager

Approved as to form and legality:  
GENERAL COUNSEL

CITY ATTORNEY

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By: Assistant/Deputy

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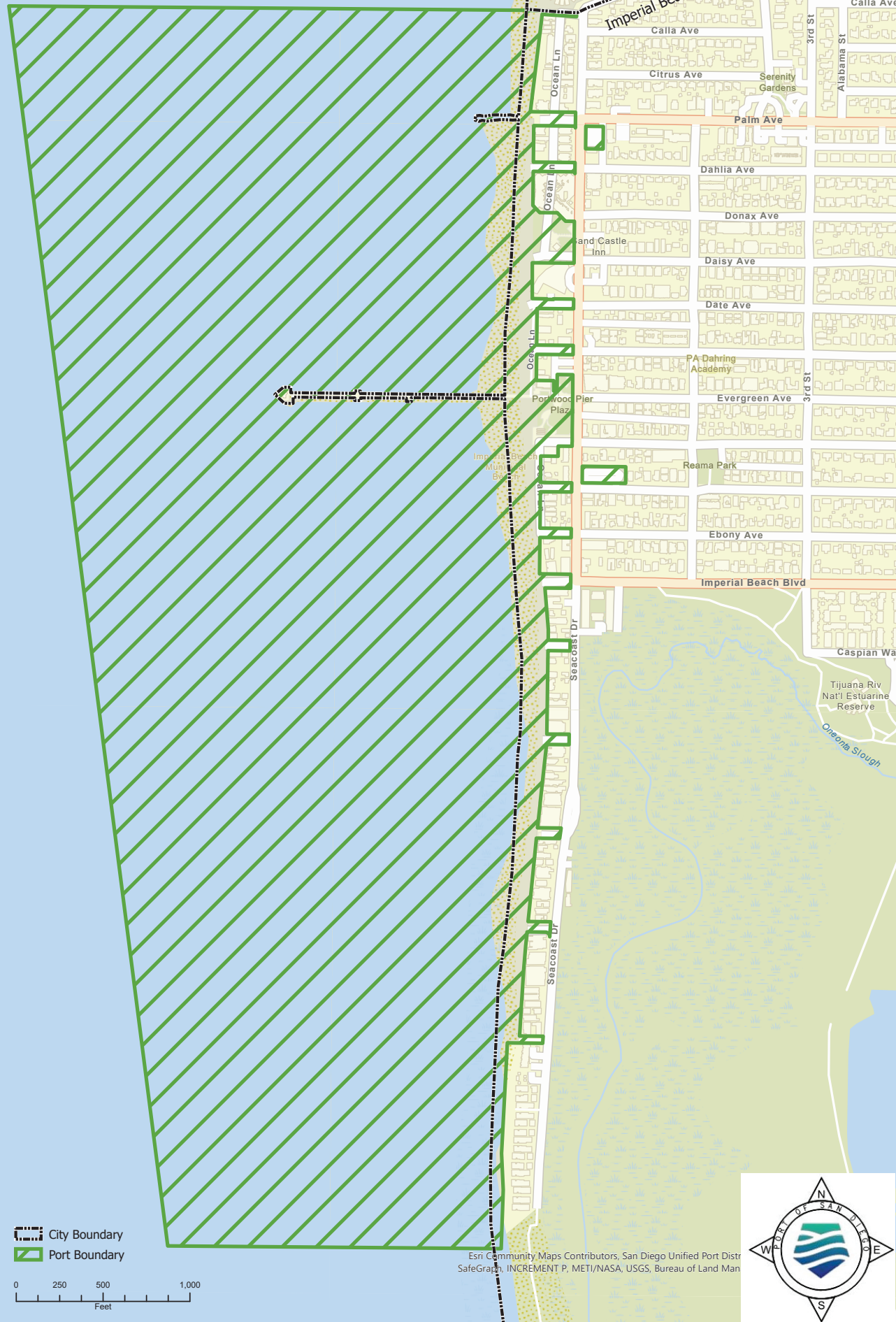
By:

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

# Exhibit 1 Tidelands in the City of Imperial Beach

IMPERIAL BEACH

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City Boundary  
Port Boundary

0 250 500 1,000  
Feet

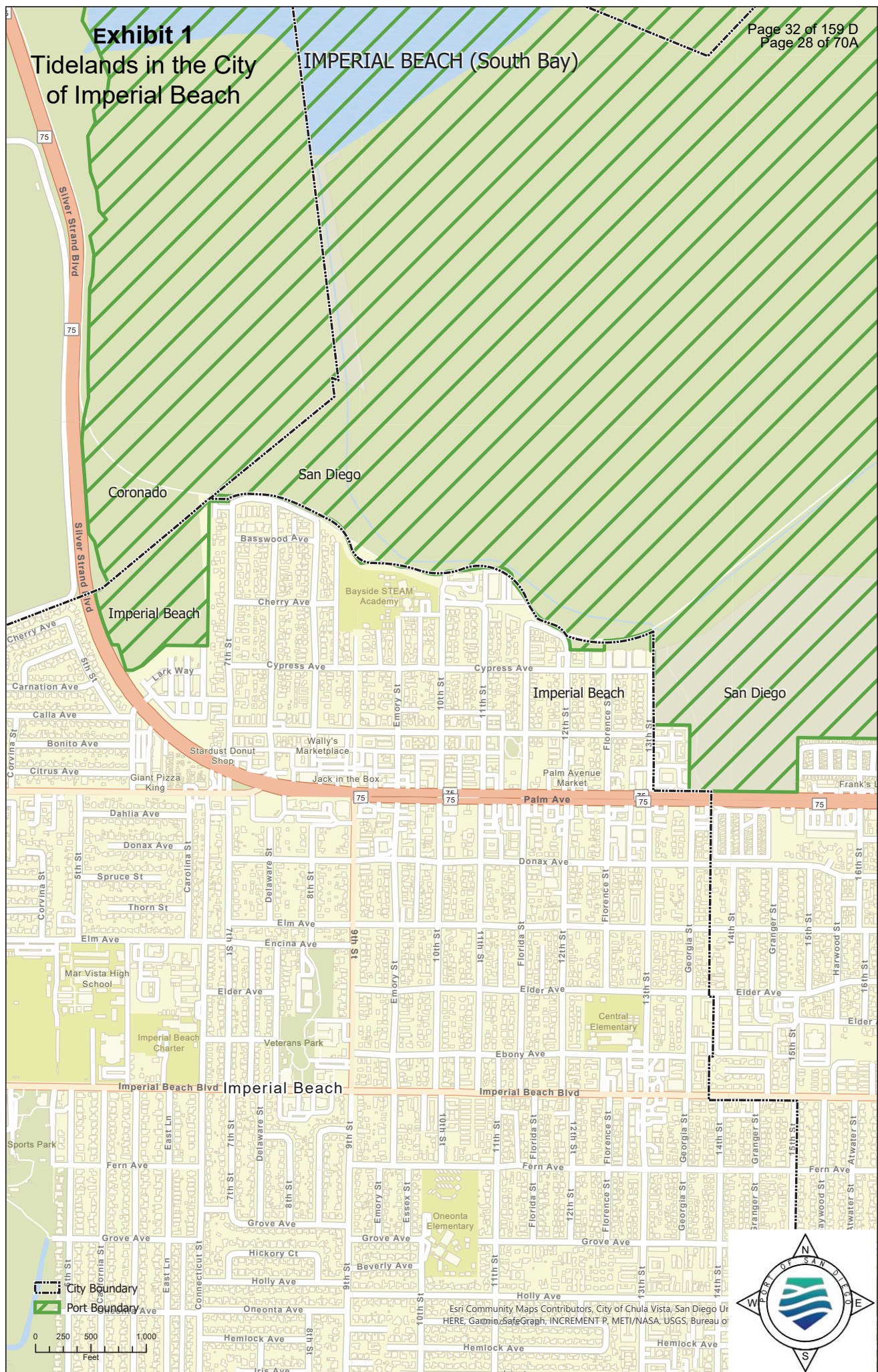
Esri Community Maps Contributors, San Diego Unified Port District  
SafeGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management



# Exhibit 1

## Tidelands in the City of Imperial Beach

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**Reestablishment of Imperial Beach MSA Base Rate for New Multi-Year Contract**

**Original Base**

**Current Contract**

Type of Service	FY13 Base Rate	Assigned Hours	Contract Amount	Type of Service	FY20 Payment	Assigned Hours	Payment Received
Law Enforcement	\$114.46/hr	15,310	\$ 1,752,389	Law Enforcement	Contract Escalation	N/A	\$ 1,997,824
Fire Rescue	\$295.64/hr	710	\$ 221,733	Fire Rescue	Contract Escalation	N/A	\$ 252,789
Animal Control	\$123.88/hr	250	\$ 30,970	Animal Control	Contract Escalation	N/A	\$ 35,307
Lifeguards	N/A 100%	N/A 100%	\$ 1,371,073	Lifeguards	Contract Escalation	100%	\$ 1,563,103
Tidelands	N/A 100%	N/A 100%	\$ 857,078	Tidelands	Contract Escalation	100%	\$ 977,117
<b>Service Subtotal</b>			<b>\$ 4,233,243</b>	<b>Service Subtotal</b>			<b>\$ 4,826,140</b>
Capital (equipment outlay) Lifeguards - Estimate			\$ 105,000	Capital (equipment outlay) Lifeguards - Estimate			\$ 119,704
Other (pest control, maintenance, fuel) Tidelands - Estimate			\$ 43,500	Other (pest control, maintenance, fuel) Tidelands - Estimate			\$ 49,594
<b>Capital &amp; Other Subtotal</b>			<b>\$ 148,500</b>	<b>Capital &amp; Other Subtotal</b>			<b>\$ 169,298</b>
<b>Total</b>			<b>\$ 4,381,743</b>	<b>Total</b>			<b>\$ 4,995,438</b>

**Current Contract**

**Proposed New Base**

Type of Service	FY20 Payment	Assigned Hours	Payment Received	Type of Service	Proposed Base	Assigned Hours	Contract Amount
Law Enforcement	Contract Escalation	N/A	\$ 1,997,824	Law Enforcement	\$ 131.45	16,000	\$ 2,103,200
Fire Rescue	Contract Escalation	N/A	\$ 252,789	Fire Rescue	\$ 355.57	750	\$ 266,677
Animal Control	Contract Escalation	N/A	\$ 35,307	Animal Control	\$ 144.23	250	\$ 36,058
Lifeguards	Contract Escalation	100%	\$ 1,563,103	Lifeguards		N/A 100%	\$ 1,706,374
Tidelands	Contract Escalation	100%	\$ 977,117	Tidelands		N/A 100%	\$ 1,134,281
<b>Service Subtotal</b>			<b>\$ 4,826,140</b>	<b>Service Subtotal</b>			<b>\$ 5,246,590</b>
Capital (equipment outlay) Lifeguards - Estimate			\$ 119,704	Capital (equipment outlay) Lifeguards - Estimate			\$ 119,704
Other (pest control, maintenance, fuel) Tidelands - Estimate			\$ 49,594	Other (pest control, maintenance, fuel) Tidelands - Estimate			\$ 49,594
<b>Capital &amp; Other Subtotal</b>			<b>\$ 169,298</b>	<b>Capital &amp; Other Subtotal</b>			<b>\$ 169,298</b>
<b>Total</b>			<b>\$ 4,995,438</b>	<b>Total</b>			<b>\$ 5,415,888</b>

## Law Enforcement

	FY13 SDSD Contract	FY20 SDSD Contract
Law Enforcement Cost	\$ 6,270,141	\$ 7,462,657
Total Officer Hours	54,780	56,768*
Hourly Rate - Inclusive	\$ 114.56	\$ 131.45
Recommended Hours	15,310	16,000
<b>Law Enforcement Contract Rate</b>	<b>\$ 1,752,389</b>	<b>\$ 2,103,200</b>

\*Miscalculated in original contract, deputies work 2,210 hours per year, not typical 2,080  
 25.687 deputies x 2210 = 56,768 which **lowers** hourly rate from \$139.67 to \$131.45

### Services Include:

Deputies as needed  
 Summer Beach Quad Patrol  
 Supervision  
 Back-up as Needed  
 CSO's When Needed  
 Special Service Officers as Needed (homicide, bomb/arson, SWAT)  
 Detectives  
 Crime Analysis  
 Data Services  
 Evidence/Property  
 Full Clerical Support  
 All Required Equipment and Vehicles  
 Fuel  
 Related City Overhead

## Fire Rescue Services

	FY13 IBFD Costs	FY20 IBFD Costs*	New Base Proposal**
Total Fire Rescue Cost	\$ 2,589,846	\$ 2,540,605	\$ 3,114,782
Total Officer Hours	8,760	8,760	8,760
Hourly Rate - Inclusive	\$ 295.64	\$ 290.02	\$ 355.57
Recommended Hours	750	750	750
<b>Fire Rescue Total</b>	<b>\$ 221,730</b>	<b>\$ 217,515</b>	<b>\$ 266,677</b>

\* FY20 Includes unfilled 12th Firefighter position

\*\*See Detail Below - Requesting 16% for Overhead costs as indicated below

### Services Include:

24/7 Fire Coverage

24/7 Paramedic Coverage

Mutual Aid from Coronado and San Diego

### Detailed Analysis for Request of New Base

Budget item	FY13 OBS Costs*	FY20 OBS Costs	
<b>Employee Costs</b>			
Salaries Full-Time	\$ 899,936	\$ 1,460,525	*Includes 12th Fire Fighter
Salaries Part-Time	\$ 55,799	\$ -	\$ 111,580
Overtime	\$ 79,571	\$ 178,444	
FSLA Wages	\$ 19,150	\$ 26,100	
Auto/Cell Allowance	\$ 186	\$ 482	
CalPERS - City Portion	\$ 582,890	\$ 209,111	
Cafeteria Plan	\$ 114,611	\$ 212,507	
Life Insurance	\$ 1,674	\$ 2,631	
Unemployment/WC Insurance	\$ 10,029	\$ 86,727	
FICA/Medicare - City Portion	\$ 80,612	\$ 113,176	
Mgt Medical	\$ 546	\$ 420	
PARs	\$ 420		
<b>Employee Costs Subtotal</b>	<b>\$ 1,845,424</b>	<b>\$ 2,290,123</b>	
<b>Other Costs</b>			
Professional/Tech Services	\$ 136,843	\$ 175,578	
RCS		\$ 8,223	
Rent Uniforms	\$ 1,238		
Temporary Staffing	\$ 9,625		
ABC- Admin Service Charge	\$ 247,788	\$ -	Moved to Non-Dept*
ABC - Technology Service Charge	\$ 35,467	\$ -	Moved to Non-Dept*
ABC - Risk Man. Service Charge	\$ 72,080	\$ -	Moved to Non-Dept*
ABC - Fleet Equipment Charge	\$ 68,812	\$ -	Moved to Non-Dept*
Utilities - SDGE	\$ 32,899		
Utilities - Water	\$ 1,288	\$ -	Moved to Non-Dept*
Utilities - Telephone	\$ 3,515	\$ -	Moved to Non-Dept*
Utilities - Cell Phones - RCS	\$ 4,567	\$ 3,028	
Maintenance and Repair	\$ 5,813	\$ 9,495	
Insurance Premium/Deposit		\$ -	Moved to Non-Dept*
Travel, Training, Meetings	\$ 8,276	\$ 690	
Printing Services	\$ 231	\$ -	
Membership Dues, Subscriptions	\$ 1,706	\$ 1,014	
Fees and Licenses		\$ 200	
Vehicle Operations/Fuel		\$ 22	
Office Supplies	\$ 5,876	\$ 577	
Operating Supplies	\$ 21,967	\$ 51,641	
Small Tools		\$ 14	
<b>Other Costs Subtotal</b>	<b>\$ 657,991</b>	<b>\$ 250,482</b>	
<b>Employee and Other Costs Total</b>	<b>\$ 2,503,415</b>	<b>\$ 2,540,605</b>	<b>New Base Proposal</b>
			<b>\$ 2,540,605</b>
<b>Fire Rescue Total</b>	<b>\$ 2,503,415</b>	<b>\$ 2,540,605</b>	<b>\$ 2,540,605</b>
			<b>x 22.6%</b>
<b>*Highlighted Items (Overhead) moved to Non-Departmental = 22.6% of remaining budget when removed</b>			<b>\$ 3,114,782</b>

## Animal Control Services

	FY13 IBAC Costs		FY20 IBAC Costs	
Total Animal Control Cost	\$	257,667	\$	300,000
Total Officer Hours		2,080		2,080
Hourly Rate - Inclusive	\$	123.88	\$	144.23
Recommended Hours		250		250
<b>Animal Control Total</b>	<b>\$</b>	<b>30,970</b>	<b>\$</b>	<b>36,058</b>

### **Services Include:**

---

Daytime Animal Control Coverage  
Emergency Response  
Animal Care Facility  
Local Spay/Neuter Clinics/Vaccines  
Licenses



## Lifeguard Services (Ocean & Beach Safety)

	FY13 OBS Costs*	FY20 OBS Costs	New Base Proposal*
Employee and Other Costs	\$ 1,371,073	\$ 1,386,169	\$ 1,706,374
<b>Service Subtotal</b>			<b>\$ 1,706,374</b>
Capital Costs (equipment outlay)	\$ 105,000	\$ 119,704	\$ 119,704
<b>Ocean &amp; Beach Safety Total</b>	<b>\$ 1,476,073</b>	<b>\$ 1,505,873</b>	<b>\$ 1,826,078</b>

\*See Detail Below - Requesting 18% for Overhead costs as indicated below

### Capital Costs Include:

Truck, mid-size, 4x4, crew cab and emergency response equipment - 1 replacement  
Regional Communications System radios - 3 replacement  
Personal watercraft, trailer, and emergency response equipment - 1 replacement  
South Seacoast Drive and Palm Avenue wireless remote cameras and equipment  
Pier and Safety Center PA system - replacement and maintenance

### Detailed Analysis for Request of New Base

Budget item	FY13 OBS Costs*	FY20 OBS Costs	
<b>Employee Costs</b>			
Salaries Full-Time	\$ 437,655	\$ 600,703	
Salaries Part-Time	\$ 313,060	\$ 311,463	
Overtime	\$ 15,000	\$ 42,007	
Auto/Cell Allowance	\$ -	\$ 537	
CalPERS - City Portion	\$ 84,538	\$ 84,459	
Cafeteria Plan	\$ 97,519	\$ 130,966	
Life Insurance	\$ -	\$ 8,138	
Unemployment/WC Insurance	\$ 17,360	\$ 71,963	
FICA/Medicare - City Portion	\$ 31,892	\$ 54,750	
PARS/Medicare - City Portion	\$ 11,440	\$ 11,664	
<b>Employee Costs Subtotal</b>	<b>\$ 1,008,464</b>	<b>\$ 1,316,650</b>	
<b>Other Costs</b>			
Professional/Tech Services	\$ 30,000	\$ 5,040	
Rent - Uniforms	\$ 10,000	\$ 8,349	
ABC- Admin Service Charge	\$ 129,650	\$ -	Moved to Non-Dept*
ABC - Technology Service Charge	\$ 9,855	\$ -	Moved to Non-Dept*
ABC - Risk Man. Service Charge	\$ 24,814	\$ -	Moved to Non-Dept*
ABC - Fleet Equipment Charge	\$ 41,792	\$ -	Moved to Non-Dept*
Utilities - Water	\$ 1,300	\$ -	Moved to Non-Dept*
Utilities - Telephone	\$ 3,000	\$ -	Moved to Non-Dept*
Utilities - Cell Phones - RCS	\$ 7,000	\$ 18,464	
Maintenance and Repair	\$ 20,300	\$ 10,765	
Insurance Premium/Deposit	\$ 46,898	\$ -	Moved to Non-Dept*
Travel, Training, Meetings	\$ 8,000	\$ 9,550	
Printing Services	\$ -	\$ -	
Membership Dues	\$ -	\$ -	
Operating Supplies	\$ 30,000	\$ 17,351	
<b>Other Costs Subtotal</b>	<b>\$ 362,609</b>	<b>\$ 69,519</b>	
			<b>New Base Proposal</b>
<b>Employee and Other Costs Total</b>	<b>\$ 1,371,073</b>	<b>\$ 1,386,169</b>	<b>\$ 1,386,169</b>
			<b>X 23.1%</b>
			<b>\$ 1,706,374.039</b>
<b>Capital Total</b>	<b>\$ 105,000</b>	<b>\$ 119,704</b>	<b>\$ 119,704</b>
<b>Ocean and Beach Safety Total</b>	<b>\$ 1,476,073</b>	<b>\$ 1,505,873</b>	<b>\$ 1,826,078</b>

\*Highlighted Items (Overhead) moved to Non-Departmental = 23.1% of remaining budget when removed

## Tidelands Maintenance

	FY13 TM Costs*	FY20 TM Costs	Proposed New Base
Maintenance Costs	\$ 952,359	\$ 977,117	\$ 1,134,281
<b>Service Subtotal</b>	<b>\$ 952,359</b>	<b>\$ 977,117</b>	<b>\$ 1,134,281</b>
Pest Control, painting and fuel	\$ 43,500	\$ 49,594	\$ 49,594
<b>Tidelands Maintenance Total</b>	<b>\$ 995,859</b>	<b>\$ 1,026,711</b>	<b>\$ 1,183,875</b>

### Capital Costs Include:

2010 Massey Ferguson MF5465 - 1 replacement (24-48 months)  
 2012 Case 621F Wheel Loader - 1 replacement (2024)  
 2013 Ford F150 Extra Cab - 1 replacement (2025)

### Detailed Analysis for Request of New Base

Budget item	FY13 OBS Costs*	FY20 OBS Costs	
<b>Employee Costs</b>			
Salaries Full-Time	\$ 261,222	\$ 363,489	
Salaries Part-Time	\$ 223,025	\$ 272,797	
Overtime	\$ 1,647	\$ 3,527	
Auto/Cell Allowance	\$ -	\$ 203	
CalPERS - City Portion	\$ 31,303	\$ 33,697	
Cafeteria Plan	\$ 44,408	\$ 71,075	
Life Insurance	\$ 557	\$ 1,007	
Unemployment/WC Insurance	\$ 13,774	\$ 49,806	
FICA/Medicare - City Portion	\$ 24,281	\$ 31,879	
Mgt Medical		\$ -	
PARS/Medicare - City Portion	\$ 7,854	\$ 9,805	
<b>Employee Costs Subtotal</b>	<b>\$ 608,071</b>	<b>\$ 837,285</b>	
<b>Other Costs</b>			
Professional/Tech Services	\$ 39,718	\$ 31,934	
Public Works Administration	\$ 63,353		
Rent - Uniforms	\$ -	\$ 11,150	
ABC- Admin Service Charge	\$ 89,001	\$ -	Moved to Non-Dept*
ABC - Technology Service Charge	\$ 7,093	\$ -	Moved to Non-Dept*
ABC - Risk Man. Service Charge	\$ 25,800	\$ -	Moved to Non-Dept*
ABC - Fleet Equipment Charge	\$ 16,338	\$ -	Moved to Non-Dept*
Utilities - Water	\$ 3,052	\$ -	Moved to Non-Dept*
Utilities - Telephone	\$ -	\$ -	
Utilities - Cell Phones - RCS	\$ -	\$ -	
Maintenance and Repair	\$ -	\$ 174	
Insurance Premium/Deposit	\$ -	\$ -	
Travel, Training, Meetings	\$ -	\$ -	
Employee Recognition		\$ 110	
Printing Services	\$ -	\$ -	
Membership Dues	\$ -	\$ -	
Operating Supplies	\$ 92,935	\$ 85,515	
Small Tools	\$ 6,998	\$ -	
<b>Other Costs Subtotal</b>	<b>\$ 344,288</b>	<b>\$ 128,883</b>	
			<b>Base + ABC 17.4%</b>
<b>Employee and Other Costs Total</b>	<b>\$ 952,359</b>	<b>\$ 966,168</b>	<b>\$ 1,134,281</b>
<b>Other Total</b>			
<b>Tidelands Total</b>			

\*Highlighted Items (Overhead) moved to Non-Departmental = 17.4% of remaining budget when removed

**EXHIBIT 2-B  
MAINTENANCE SERVICES**

**STATEMENT OF SERVICES CITY OF IMPERIAL BEACH  
TIDELANDS MAINTENANCE SERVICES**

**I. General Information**

City agrees to furnish all labor, equipment and materials to perform all the work required for Tidelands maintenance services, as requested by district and in accordance with this statement of services.

- A. The City of Imperial Beach (City) shall provide maintenance services of District Tidelands property within the City of Imperial Beach, as follows:

a.	Beach front	
b.	Mel Portwood Plaza	All improvements except store fronts and Plaza artwork (Exhibit B.)
c.	Imperial Beach Pier	Including lifeguard tower (exterior) and restrooms
d.	Dunes Park	
e.	Street Ends (12)	Carnation Ave, Palm Ave, Dahlia Ave, Date Ave, Elm Ave, Elder Ave, Elkwood Ave, Ebony Ave, Admiralty Ave, Descanso Ave, Encanto Ave, and Imperial Beach Blvd except art sculptures

- B. Services shall include general maintenance tasks for trash collection, sand and street sweeping, graffiti removal, electrical/lighting, utilities, signs and sign posts, fences/gates, restrooms, beach, lifeguard towers, plaza maintenance, pier maintenance, sports/stage/amphitheater facilities, playground/picnic areas, planted areas, turf maintenance, tree trimming, irrigation systems, handrails, dead animal removal, and painting. The City shall provide pest control management and bird abatement services on District properties and open spaces along the Tidelands.
- C. The City shall provide reporting of the solid waste and recycling collected and removed from Tidelands. Reporting shall be sent annually to the District

Representative no later than August 20th for the prior fiscal year.

Waste reporting shall include the tonnage of each of the following waste and recycling streams: landfill waste (trash), recycled green waste, treated wood waste, and recyclable materials (newspaper, paper, cardboard, mixed metal, plastics, glass, aluminum cans, etc.)

- D. The City shall provide all labor, supervision, materials, equipment and incidentals required to perform specified services. Full compensation for all labor, supervision, materials, equipment and incidentals shall be included in the prices paid for various Agreement items of specified work. No other compensation will be allowed unless specified in this Agreement.
- E. The City shall move, cover or protect any structures or equipment that may be damaged during maintenance and service operations. The City shall remove from Tidelands all surplus materials, tools, equipment, and coverings upon completion of work. At the District's discretion, the District shall have the option to supply or retain all repair parts and materials. For work performed by the City, the City shall not permit debris and/or waste materials generated from any operations to enter into storm water conveyance system. For these City costs, the City shall remove and dispose of debris outside of Tidelands and clean the job site daily.
- F. The District will retain responsibility for asphalt maintenance and for minor concrete maintenance and repairs on sidewalks, curbs, and wheel stops for all District Tidelands street ends, Dunes Park, and Mel Portwood Plaza. Maintenance shall include the painting of curbs and wheel stops and re-striping parking spots.
- G. Quarterly inspections of District Tidelands facilities and locations in the City of Imperial Beach shall be conducted by District Representative. The District Representative will note maintenance deficiencies which will be sent to the City of Imperial Beach Public Works Representative(s) within two (2) business days of the quarterly inspection. The City of Imperial Beach Public Works Representative(s) will have three (3) business days to correct the noted maintenance deficiencies for small items and will have seven (7) business days to correct the noted maintenance deficiencies for large items. If the materials for corrections are not in stock and need to be ordered, the City of Imperial Beach Public Works Representative(s) must notify the District Representative in writing and shall provide the estimated arrival date of the materials. Once the necessary maintenance corrections are made by the City of Imperial Beach, the City of Imperial Beach Public Works Representative(s) shall submit a written update of the corrections made.
- H. Within five (5) working days after each quarterly inspection, the District Representative shall forward a report of findings to the City of Imperial Beach Public Works Director and the Port of San Diego Director of General Services

outlining the overall condition of the City maintained facilities and any corrective actions necessary.

- I. The District shall retain responsibility for the preservation and maintenance of all public art works installed on Tidelands property within the City of Imperial Beach. Public art shall be designated by the Port's Public Art Curator as an exhibit to this agreement (Exhibit B).
- J. The City shall perform all services listed below on District Tidelands facilities and properties within the City of Imperial Beach.

## **II. General Maintenance Services by Facility/Location**

### **PIER**

- A. Pier Maintenance - Services shall include daily inspection of railing, planking, bolts, fasteners, hardware, metal bracing, and painting of warning markings on the wood rails. City shall ensure pier is free from trip hazards and loose items and shall maintain as needed. Railing and planking inspection shall be performed daily. All railing bolts, hardware and metal bracing shall be inspected semi-annually, and the City shall report necessary maintenance to the District Representative. Maintenance painting of warning markings on the wood rails shall be done annually. City shall limit equipment and vehicle access according to weight limits.
- B. Power Washing - City shall power wash restaurant area decking (west of fencing) bi-weekly, and pier decking quarterly.
- C. Restroom Maintenance - Services shall include maintenance, painting, restocking, and cleaning of public restrooms, showers, ceramic tiles and drinking fountains. All foreign matter shall be removed including excrement and dirt from walls, interior floors, ceilings, partitions, equipment, ceramic tiles and fixtures. Floors shall be swept clean of all loose and foreign matter. Floors shall be mopped dry, leaving no puddles, wet, or slippery conditions. Stains not removed by wet mopping shall be scrubbed. Washbasins and drinking fountains shall be scoured using a cleanser and wiped down with a damp cloth. Mirrors shall be cleaned and polished. Outside shower walls, shower floors, and fixtures shall be cleaned, and sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinals, and fixtures shall be thoroughly scoured. All uretic buildup in and around toilets and urinals shall be removed. Toilet stalls, doors, partitions, and handrails shall be cleaned and wiped down with a damp cloth or refurbished. Toilet tissue and dispenser shall be fully stocked in each stall daily. Vandalized or unusable rolls of tissue shall be removed and replaced. Floor drains shall be flushed with fresh water and checked for proper operating conditions. The City shall clean the public restrooms, showers, and drinking fountains twice a day 7 days a week, 365 days per year, once between the hours of 7:00 am - 10:00 am and then again between

the hours of 2:00 pm - 5:00 pm. During special events, and from Memorial Day weekend through Labor Day weekend, the City shall service restrooms as needed to keep District facilities clean and stocked. Painting shall be performed as needed.

- D. Trash Collection - District facilities and properties are to be kept clean and free of all litter and debris. Services shall include removal of trash and debris from all District properties and facilities to keep them free of trash and litter. The City shall empty trash containers and change liners twice daily, 7 days a week, 365 days per year, once between the hours of. 7:00 am - 10:00 am and then again between the hours of 2:00 pm - 5:00 pm.
- E. Graffiti Removal - Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- F. Electrical and Lighting - Services shall include maintenance and replacement of worn or damaged electrical fixtures to include hand dryers, walkway lighting, and lighting fixtures, ballasts, lenses, outlets, and service covers on light poles. All electrical and lighting fixtures shall be inspected and tested monthly and re-lamped, maintained, or replaced as required for safe operation. Damaged light poles shall be reported to the Port's General Services Department upon discovery for assessment and repair or replacement as determined by the Port.
- G. Utility Maintenance - Services shall include monthly maintenance of sewer laterals, potable water supply lines from fixture to utility main and includes: fixtures, laterals, supply lines, cleanouts, valves, and pressure regulators. The City shall insure fixtures will be maintained in rust-free condition. The City shall rebuild flush valves and Chicago brand self-closing valves annually. Valves that are beyond the City's capability to rebuild shall be reported to the Port for repair or replacement by Port plumbing staff. The District shall be responsible for maintenance and repair of sewer mains, potable water mains, fire supply lines, and backflow preventers including their annual certifications. The District shall provide services for emergencies related to jetting and maintenance of the sewer line at the pier. The City shall notify the District Representative immediately once blockages are found at the lift stations or sewer main.
- H. Signage Maintenance - Services shall include inspection, cleaning, service, repair, maintenance and replacement of worn or damage signage and signposts. All signage shall be inspected monthly, cleaned and maintained.
- I. Fence and Gate Maintenance - Services shall include monthly maintenance of fences, gates, barriers and the maintenance of locks, doors and associated hardware. All fencing, gate and barriers shall be inspected for operation and safe condition monthly. Painting of gates and barriers shall be performed as needed.

## **DUNES PARK**

- A. Trash Collection - District facilities and properties are to be kept clean and free of all litter and debris. Services shall include removal of trash and debris from all District properties and facilities to keep them free of trash and litter. The City shall empty trash containers and change liners twice daily, 7 days a week, 365 days per year, once between the hours of 7:00 am - 10:00 am and then again between the hours of 2:00 pm - 5:00 pm.
- B. Sand Removal Services - The City shall provide sand removal services to remove accumulated sand from the street end and tracked sand from beachfront areas. Sand shall be removed by sweeping, blowing, or other means daily. Accumulated sand shall be placed on the beach or beach access points.
- C. Graffiti Removal - Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- D. Electrical and Lighting - Services shall include maintenance and replacement of worn or damaged electrical fixtures to include hand dryers, irrigation controllers, in-ground lighting, walkway lighting, and lighting fixtures, ballasts, lenses, outlets, and service covers on light poles. All electrical and lighting fixtures shall be inspected and tested monthly and re-lamped, maintained, or replaced as required for safe operation. Damaged light poles shall be reported to the Port's General Services Department upon discovery for assessment and repair or replacement as determined by the Port.
- E. Utility Maintenance - Services shall include monthly maintenance of sewer laterals, potable water supply lines from fixture to utility main and includes; fixtures, laterals, supply lines, cleanouts, valves, and pressure regulators. The City shall insure fixtures will be maintained in rust-free condition. The City shall rebuild flush valves and Chicago brand self-closing valves annually. Valves that are beyond the City's capability to rebuild shall be reported to the Port for repair or replacement by Port plumbing staff. The District shall be responsible for maintenance and repair of sewer mains, potable water mains, fire supply lines, and backflow preventers including their annual certifications. The District shall provide services for emergencies related to jetting and maintenance of the sewer line at the pier. The City shall notify the District Representative immediately once blockages are found at the lift stations or sewer main.

- F. Signage Maintenance - Services shall include inspection, cleaning, service, repair, maintenance and replacement of worn or damage signage and signposts. All signage shall be inspected monthly, cleaned and maintained.
- G. Fence and Gate Maintenance - Services shall include quarterly maintenance of fences, gates, barriers and the maintenance of locks, doors and associated hardware. All fencing, gate and barriers shall be inspected for operation and safe condition quarterly. Painting of gates and barriers shall be performed as needed.
- H. Restroom Maintenance - Services shall include maintenance, painting, restocking, and cleaning of public restrooms, showers, ceramic tiles and drinking fountains. All foreign matter shall be removed including excrement and dirt from walls, interior floors, ceilings, partitions, equipment, ceramic tiles and fixtures. Floors shall be swept clean of all loose and foreign matter. Floors shall be mopped dry, leaving no puddles, wet, or slippery conditions. Stains not removed by wet mopping shall be scrubbed. Washbasins and drinking fountains shall be scoured using a cleanser and wiped down with a damp cloth. Mirrors shall be cleaned and polished. Outside shower walls, shower floors, and fixtures shall be cleaned, and sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinals, and fixtures shall be thoroughly scoured. All uratic buildup in and around toilets and urinals shall be removed. Toilet stalls, doors, partitions, and handrails shall be cleaned and wiped down with a damp cloth or refurbished. Toilet tissue and dispenser shall be fully stocked in each stall daily. Vandalized or unusable rolls of tissue shall be removed and replaced. Floor drains shall be flushed with fresh water and checked for proper operating conditions. The City shall clean the public restrooms, showers, and drinking fountains twice a day 7 days a week, 365 days per year, once between the hours of 7:00 am - 10:00 am and then again between the hours of 2:00 pm - 5:00 pm. During special events, and from Memorial Day weekend through Labor Day weekend, the City shall service restrooms as needed to keep District facilities clean and stocked. Painting shall be performed as needed.
- I. Amphitheater Maintenance - Services shall include maintenance and service of sports, stage and amphitheater facilities. The City shall clean, remove and power wash unwanted substances from surface areas, seats, and courts weekly. Sporting facilities, including basketball backboards, posts, and nets shall be inspected quarterly and maintained as needed for safe operation.
- J. Playground/Picnic Area Maintenance - Services shall include inspection and maintenance of all picnic tables and benches, and platforms weekly. The City shall also conduct general daily playground inspections, perform detailed monthly playground inspections, and provide maintenance services as needed for safe operation. The City shall maintain a log of



inspection reports for playground equipment for auditing purposes. An annual inspection shall be performed by a Certified Playground Safety Inspector in good standing with the National Playground Safety Institute, the National Recreation and Park Association, or the California Park and Recreation Society. All equipment shall be maintained as needed for safe operation. Benches, patio, and playground areas shall be power washed bi-weekly. All trellises shall be inspected and painted annually.

- K. Planted Areas Maintenance - Services shall include irrigation, removal and replanting of dead or diseased shrubs with "in-kind" replacements as approved by the District Representative prior to their replacement. The City shall remove plants and shrubs that are damaged as a result of public use or access with "in kind" replacements on a discretionary basis. All ground cover shall be pruned and trimmed quarterly. Fertilization of shrubs and ground cover including treating for diseases, weeds, and insects shall be performed semi- annually. Item includes weekly weed removal, mowing, edging/trimming and annual turf thatching and aeration.
- L. Tree Trimming - Services shall include pruning of all trees. Pruning of trees shall be performed in accordance to the American National Standard Institute (ANSI) standards. Pruning of trees shall be performed under the recommendations of a certified arborist. The City shall perform clean up and disposal of tree pruning and other ancillary items. Dead, grossly deformed, or damaged trees, by reason of the City's operation or negligence, shall be removed and replaced at no additional cost to the District. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
- M. Irrigation Maintenance - Services shall include inspection and maintenance of mainlines, laterals, valves, valve boxes, sprinkler heads, controllers, and water pressure regulators. All leaking and defective irrigation valves and sprinkler heads shall be repaired within 24 hours of notification or observation. Irrigation system performance shall be inspected for spray pattern adjustments, clogging, and damage to sprinklers weekly. The City shall test, adjust or maintain irrigation water pressure levels of 60-80 psi including controllers, valves, valve boxes, sprinkler heads, laterals, mainlines and water pressure regulators monthly.
- N. Handrails - Services include the removal of rust, cleaning and polishing all Handrails quarterly.

## **MEL PORTWOOD PLAZA**

- A. Trash Collection - District facilities and properties are to be kept clean

and free of all litter and debris. Services shall include removal of trash and debris from all District properties and facilities to keep them free of trash and litter. The City shall empty trash containers and change liners twice daily, 7 days a week, 365 days per year, once between the hours of 7:00 am -10:00 am and then again between the hours of 2:00 pm -5:00 pm.

- B. Sand Removal Services - The City shall provide sand removal services to remove accumulated sand from street ends and tracked sand from beachfront areas. Sand shall be removed by sweeping, blowing, or other means daily. Accumulated sand shall be placed on the beach or beach access points.
- C. Graffiti Removal - Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- D. Electrical and Lighting - Services shall include maintenance and replacement of worn or damaged electrical fixtures to include hand dryers, irrigation controllers, in-ground lighting, walkway lighting, and lighting fixtures, ballasts, lenses, outlets, and service covers on light poles. All electrical and lighting fixtures shall be inspected and tested monthly and re-lamped, maintained, or replaced as required for safe operation. Damaged light poles shall be reported to the Port's General Services Department upon discovery for assessment and repair or replacement as determined by the Port.
- E. Utility Maintenance - Services shall include monthly maintenance of sewer laterals, potable water supply lines from fixture to utility main and includes; fixtures, laterals, supply lines, cleanouts, valves, and pressure regulators. The City shall insure fixtures will be maintained in rust-free condition. The City shall rebuild flush valves and Chicago brand self-closing valves annually. Valves that are beyond the City's capability to rebuild shall be reported to the Port for repair or replacement by Port plumbing staff. The District shall be responsible for maintenance and repair of sewer mains, potable water mains, fire supply lines, and backflow preventers including their annual certifications. The District shall provide services for emergencies related to jetting and maintenance of the sewer line at the pier. The City shall notify the District Representative immediately once blockages are found at the lift stations or sewer main.
- F. Signage Maintenance - Services shall include inspection, cleaning, service,

repair, maintenance and replacement of worn or damage signage and signposts. All signage shall be inspected monthly, cleaned and maintained.

- G. Restroom Maintenance - Services shall include maintenance, painting, restocking, and cleaning of public restrooms, showers, ceramic tiles and drinking fountains. All foreign matter shall be removed including excrement and dirt from walls, interior floors, ceilings, partitions, equipment, ceramic tiles and fixtures. Floors shall be swept clean of all loose and foreign matter. Floors shall be mopped dry, leaving no puddles, wet, or slippery conditions. Stains not removed by wet mopping shall be scrubbed. Washbasins and drinking fountains shall be scoured using a cleanser and wiped down with a damp cloth. Mirrors shall be cleaned and polished. Outside shower walls, shower floors, and fixtures shall be cleaned and sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinals, and fixtures shall be thoroughly scoured. All uratic buildup in and around toilets and urinals shall be removed. Toilet stalls, doors, partitions, and handrails shall be cleaned and wiped down with a damp cloth or refurbished. Toilet tissue and dispenser shall be fully stocked in each stall daily. Vandalized or unusable rolls of tissue shall be removed and replaced. Floor drains shall be flushed with fresh water and checked for proper operating conditions. The City shall clean the public restrooms, showers, and drinking fountains twice a day 7 days a week, 365 days per year, once between the hours of 7:00 am - 10:00 am and then again between the hours of 2:00 pm - 5:00 pm. During special events, and from Memorial Day weekend through Labor Day weekend, the City shall service restrooms as needed to keep District facilities clean and stocked. Painting shall be performed as needed.
- H. Plaza Maintenance - Services shall include weekly inspection and maintenance of all hardscape areas, including concrete walls, removal of bird droppings, gum and wax, power washing of concrete flat work and paver block areas, sand removal and inspection. Concrete areas and trash enclosures shall be power washed weekly to remove bird droppings, gum, and wax. Ceramic tiles shall be inspected weekly. Damaged or missing ceramic tiles shall be reported to the Port representative for replacement.
- I. Playground/Picnic Area Maintenance - Services shall include inspection and maintenance of all picnic tables and benches, and platforms weekly. The City shall also conduct general daily playground inspections, perform detailed monthly playground inspections, and provide maintenance services as needed for safe operation. The City shall maintain a log of inspection reports for playground equipment for auditing purposes. An annual inspection shall be performed by a Certified Playground Safety Inspector in good standing with the National Playground Safety Institute, the National Recreation and Park Association, or the California Park and Recreation Society. All equipment shall be maintained as needed for safe operation. Benches, patio, and playground areas shall be power washed bi-weekly. All

trellises shall be inspected and painted annually.

- J. Planted Areas Maintenance - Services shall include irrigation, removal and replanting of dead or diseased shrubs with "in-kind" replacements as approved by the District Representative prior to their replacement. The City shall remove plants and shrubs that are damaged as a result of public use or access with "in kind" replacements on a discretionary basis. All ground cover shall be pruned and trimmed quarterly. Fertilization of shrubs and ground cover including treating for diseases, weeds, and insects shall be performed semi- annually. Item includes weekly weed removal, mowing, edging/trimming and annual turf thatching and aeration.
- K. Tree Trimming - Services shall include pruning of all trees. Pruning of trees shall be performed in accordance to the American National Standard Institute (ANSI) standards. Pruning of trees shall be performed under the recommendations of a certified arborist. The City shall perform clean up and disposal of tree pruning and other ancillary items. Dead, grossly deformed, or damaged trees, by reason of the City's operation or negligence, shall be removed and replaced at no additional cost to the District. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
- L. Irrigation Maintenance - Services shall include inspection and maintenance of mainlines, laterals, valves, valve boxes, sprinkler heads, controllers, and water pressure regulators. All leaking and defective irrigation valves and sprinkler heads shall be repaired within 24 hours of notification or observation. Irrigation system performance shall be inspected for spray pattern adjustments, clogging, and damage to sprinklers weekly. The City shall test, adjust or maintain irrigation water pressure levels of 60-80 psi including controllers, valves, valve boxes, sprinkler heads, laterals, mainlines and water pressure regulators monthly.
- M. Fence and Gate Maintenance - Services shall include monthly maintenance of fences, gates, barriers and the maintenance of locks, doors and associated hardware. All fencing, gate and barriers shall be inspected for operation and safe condition monthly. Painting of gates and barriers shall be performed as needed.
- N. Handrails - Services include the removal of rust, cleaning and polishing all Handrails quarterly.

## **BEACH AREA**

- A. Trash Collection - District facilities and properties are to be kept clean

and free of all litter and debris. Services shall include removal of trash and debris from all District properties and facilities to keep them free of trash and litter. The City shall empty trash containers and change liners twice daily, 7 days a week, 365 days per year, once between the hours of 7:00 am - 10:00 am and then again between the hours of 2:00 pm - 5:00 pm.

- B. Sand Removal Services - City shall provide sand removal services to remove accumulated sand from street ends and tracked sand from beachfront areas. Sand shall be removed by sweeping, blowing, or other means daily. Accumulated sand shall be placed on the beach or beach access points.
- C. Graffiti Removal - Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- D. Beach Area Maintenance - Beach area includes 300 feet south of the most southern end of Seacoast Drive and North to Carnation Avenue. The City shall inspect beaches for seaweed, dead sea animals, large debris, wood, or metal daily. Large debris, wood or metal shall be collected and disposed of as necessary. Seaweed shall be collected and disposed of on an average of twice weekly. Dead sea animals shall be removed within 24 hours of discovery. The City shall rake the beach.
- E. Lifeguard Tower Maintenance - Services shall include quarterly inspection and maintenance of all towers. The City shall polish and clean stainless steel and fiberglass prior to placement of towers on the beach and after removal of the towers from the beach. The City shall install or remove portable lifeguard towers for safe lifeguard operations.

## **STREET ENDS**

- A. Trash Collection - District facilities and properties are to be kept clean and free of all litter and debris. Services shall include removal of trash and debris from all District properties and facilities to keep them free of trash and litter. The City shall empty trash containers and change liners twice daily, 7 days a week, 365 days per year, once between the hours of 7:00 am - 10:00 am and then again between the hours of 2:00 pm - 5:00 pm.
- B. Sand Removal Services - The City shall provide sand removal services to remove accumulated sand from street ends and tracked sand from

beachfront areas. Sand shall be removed by sweeping, blowing, or other means daily. Accumulated sand shall be placed on the beach or beach access points.

- C. Street Sweeping - Services shall include hand or mechanical sweeping and removal of debris. The City shall sweep all street ends and dispose of all collected debris. The City shall sweep all areas weekly.
- D. Graffiti Removal - Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- E. Electrical and Lighting - Services shall include maintenance and replacement of worn or damaged electrical fixtures to include, irrigation controllers, in-ground lighting, walkway lighting, and lighting fixtures, ballasts, lenses, outlets, and service covers on light poles. All electrical and lighting fixtures shall be inspected and tested monthly and re-lamped, maintained, or replaced as required for safe operation. Damaged light poles shall be reported to the Port's General Services Department upon discovery for assessment and repair or replacement as determined by the Port.
- F. Signage Maintenance - Services shall include inspection, cleaning, service, repair, maintenance and replacement of worn or damage signage and signposts. All signage shall be inspected monthly, cleaned and maintained.
- G. Fence and Gate Maintenance - Services shall include quarterly maintenance of fences, gates, barriers and the maintenance of locks, doors and associated hardware. All fencing, gate and barriers shall be inspected for operation and safe condition quarterly. Painting of gates and barriers shall be performed as needed.
- H. Planted Areas Maintenance - Services shall include irrigation, removal and replanting of dead or diseased shrubs with "in-kind" replacements as approved by the District Representative prior to their replacement. The City shall remove plants and shrubs that are damaged as a result of public use or access with "in kind" replacements on a discretionary basis. Weeding, mowing, edging/trimming shall be done weekly. Lawns shall be mowed to ½" high. All ground cover shall be pruned and trimmed quarterly. Fertilization of shrubs and ground cover including treating for diseases, weeds, and insects shall be performed semi- annually. Turf thatching and aeration shall be performed annually.

- I. Tree Trimming - Services shall include pruning of all trees. Pruning of trees shall be performed in accordance to the American National Standard Institute (ANSI) standards. Pruning of trees shall be performed under the recommendations of a certified arborist. The City shall perform clean up and disposal of tree pruning and other ancillary items. Dead, grossly deformed, or damaged trees, by reason of the City's operation or negligence, shall be removed and replaced at no additional cost to the District. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
- J. Irrigation Maintenance - Services shall include inspection and maintenance of mainlines, laterals, valves, valve boxes, sprinkler heads, controllers, and water pressure regulators. All leaking and defective irrigation valves and sprinkler heads shall be repaired within 24 hours of notification or observation. Irrigation system performance shall be inspected for spray pattern adjustments, clogging, and damage to sprinklers weekly. The City shall test, adjust or maintain irrigation water pressure levels of 60-80 psi including controllers, valves, valve boxes, sprinkler heads, laterals, mainlines and water pressure regulators monthly.
- K. Handrails - Services include the removal of rust, cleaning and polishing all handrails quarterly.

### **III. Maintenance Support from District Staff**

- A. The City may call upon District staff to provide maintenance support when specialized technical expertise or equipment is required.
- B. Requests for District staff to provide support for maintenance items assigned to the City under this Agreement must be coordinated through the District representative.
- C. The City will reimburse the District for work performed by District staff to fulfill the maintenance requirements assigned to the City under this Agreement. Labor will be reimbursed at the District's current loaded rate (labor + overhead + burden); materials will be reimbursed at cost with no mark-up. The District will submit documentation of work performed and associated expenses to the City on a quarterly basis, and these expenses will be deducted from the District's next quarterly payment to the City.

### **IV. Submittals**

- A. The City shall submit to the District Representative a copy of their Injury,

Illness, and Prevention Plan and their Lockout / Tag-out Program within 10 calendar days prior to the commencement of work, and upon future revisions.

- B. The City shall make available upon request safety data sheet for all chemicals used on District properties.

**\*\*\* END OF PAGE\*\*\***



PIER			
<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
A. Pier Maintenance	Daily	365	<i>Daily:</i> Inspect railing and planking for trip hazard and/or loose items and repair planking.
	Semi-Annually	2	<i>Semi-annually:</i> Inspect railing bolts, hardware and metal bracing. Report necessary maintenance to District Representatives.
	Annually	1	<i>Annually:</i> Maintenance painting of warning markings on wood rails.
B. Power Washing	Bi-weekly	26	<i>Bi-weekly:</i> Power wash restaurant area decking.
	Bi-monthly	6	<i>Bi-monthly:</i> Power wash pier decking.
C. Restroom Maintenance	Twice Daily	730	Twice daily between the hours of 7:00 - 10:00 am and -2:00 - 5:00 pm., Sunday through Saturday, clean public restroom and drinking fountain, floors mopped dry, stains wet mop or scrubbed, sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinal and fixtures thoroughly scoured. Toilet stalls, doors, partitions, and handrails cleaned with damp cloth, mirrors cleaned and polished. Toilet tissue/dispenser fully stocked daily.
	As-needed		Painting shall be performed as needed.
D. Trash Collection	Twice Daily	730	Empty trash containers and change liners twice daily between the hours of 7:00 - 10:00 am and 2:00 - 5:00 pm., Sunday through Saturday.

PIER			
<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
E. Graffiti Removal	Daily	365	Inspect graffiti daily and remove within 48 hours. Remove all graffiti from all surfaces by chemical cleaning, power washing or painting. Move, cover, or protect surfaces, equipment or structures during graffiti removal.
F. Electrical & Lighting	Monthly	12	Visually inspect and test electrical fixtures, lighting fixtures/poles, ballasts, wall packs, ground lights, low level architectural lights (curb lights), outlets, repair, re-lamp, replace for safe operation.
G. Utility Maintenance	Monthly	12	<i>Monthly:</i> Inspect, maintain and repair of sewer laterals; potable water supply lines from fixtures to utility main includes fixtures, laterals, supply lines, cleanouts, valves pressure regulator. The City shall ensure fixtures will be maintained in a rust-free condition.
	Annually	1	<i>Annually:</i> rebuild of flush valves and Chicago brand self- closing valves.
H. Signage Maintenance	Monthly	12	Visually inspect, maintain, clean, repair, replace worn/damage signage/signposts.
I. Fence and Gate Maintenance	Monthly	12	Inspect quarterly for operation and safe condition. Maintain/minor repair worn/damaged fences, gates and barriers, and the maintenance of locks, doors and associated hardware.
	As-needed		Painting shall be performed as needed.

PIER			
<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
J. Bird Abatement	Monthly	12	Bird abatement services to include live trapping and relocation of birds, installation and maintenance of raised netting systems and installation and maintenance of various exclusion services as needed to maintain safety and cleanliness.

DUNES PARK			
<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
A. Trash Collection	Twice Daily	730	Empty trash containers and change liners twice daily between the hours of 7:00 - 10:00 am and 2:00 - 5:00 pm., Sunday through Saturday.
B. Sand Removal Services	Daily	365	Sand shall be removed by sweeping, blowing or other means daily.
C. Graffiti Removal	Daily	365	Inspect graffiti daily and remove within 48 hours. Remove all graffiti from all surfaces by chemical cleaning, power washing or painting. Move, cover, or protect surfaces, equipment or structures during graffiti removal.
D. Electrical & Lighting	Monthly	12	Visually inspect and test electrical fixtures, lighting fixtures/poles, ballasts, wall packs, ground lights, low level architectural lights (curb lights), outlets, repair, re-lamp, replace for safe operation.
E. Utility Maintenance	Monthly	12	<i>Monthly:</i> Inspect, maintain and repair of sewer laterals; potable water supply lines from fixtures to utility main includes fixtures, laterals, supply lines, cleanouts, valves pressure regulator. The City shall ensure fixtures will be maintained in a rust-free condition.
	Annually	1	<i>Annually:</i> rebuild of flush valves and Chicago brand self- closing valves.

DUNES PARK			
<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
F. Signage Maintenance	Monthly	12	Visually inspect, maintain, clean, repair, replace worn/damage signage/ signposts.
G. Fence and Gate Maintenance	Quarterly	4	Inspect quarterly for operation and safe condition. Maintain/minor repair worn/damaged fences, gates and barriers, and the maintenance of locks, doors and associated hardware.
	As-needed		Painting shall be performed as needed.
H. Restroom Maintenance	Twice Daily	730	Twice daily between the hours of 7:00 - 10:00 am and -2:00 - 5:00 pm., Sunday through Saturday, clean public restroom and drinking fountain, floors mopped dry, stains wet mop or scrubbed, sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinal and fixtures thoroughly scoured. Toilet stalls, doors, partitions, and handrails cleaned with damp cloth, mirrors cleaned and polished. Toilet tissue/dispenser fully stocked daily.
	As-needed		Painting shall be performed as needed.
I. Amphitheater Maintenance	Weekly	52	<i>Weekly:</i> Clean, remove and water wash unwanted substances from surface areas, seats and courts.
	Quarterly	4	<i>Quarterly:</i> Inspect basketball backboards, posts and nets, repair for safe operation.

<b>DUNES PARK</b>			
<b><u>Function</u></b>	<b><u>Frequency</u></b>	<b><u>Occurrences</u></b>	<b><u>Description of Work</u></b>
J. Playground/Picnic Area Maintenance	Daily	365	<i>Daily:</i> Inspect and performance testing playground equipment. Report necessary maintenance or replacement items to District Representative.
	Weekly	52	<i>Weekly:</i> Inspect and repair picnic tables/benches/ platforms.
	Annually	1	<i>Annually:</i> Inspect and paint preserve all trellis.
K. Planted Area Maintenance	Quarterly	4	<i>Quarterly:</i> Prune/trim ground cover. Item includes weekly weed removal, mowing, edging/trimming and annual turf thatching and aeration.
	Semi-Annually	2	<i>Semi-annually:</i> Fertilization of shrubs, ground cover; and turf for the treatment of disease, weeds and insects. Services shall include removal and replanting of dead or diseased shrubs with replacement in kind to be approved by the District Representative prior to their replacement.
L. Tree Trimming	Annually	1	Pruning of all trees shall be performed in accordance to ANSI standards. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
M. Irrigation Maintenance	Weekly	52	<i>Weekly:</i> Inspect irrigation system performance (clogging, spray pattern adjustments and damage). Test and adjust water pressure to 60-80 psi including controller, valve and controller. Repair

## DUNES PARK

<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
			leaks/defective irrigation valves/sprinkler heads, laterals, mainlines, and water pressure regulator within 24 hours of notice.
N. Handrails	Quarterly	4	Remove rust, clean, and polish.

## MEL PORTWOOD PLAZA

<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
A. Trash Collection	Twice Daily	730	Empty trash containers and change liners twice daily between the hours of 7:00 - 10:00 am and 2:00 - 5:00 pm., Sunday through Saturday.
B. Sand Removal Services	Daily	365	Sand shall be removed by sweeping, blowing or other means daily.
C. Graffiti Removal	Daily	365	Inspect graffiti daily and remove within 48 hours. Remove all graffiti from all surfaces by chemical cleaning, power washing or painting. Move, cover, or protect surfaces, equipment or structures during graffiti removal.
D. Electrical & Lighting	Monthly	12	Visually inspect and test electrical fixtures, lighting fixtures/poles, ballasts, wall packs, ground lights, low level architectural lights (curb lights), outlets, repair, re-lamp, replace for safe operation.
E. Utility Maintenance	Monthly	12	<i>Monthly:</i> Inspect, maintain and repair of sewer laterals; potable water supply lines from fixtures to utility main includes fixtures, laterals, supply lines, cleanouts, valves pressure regulator. The

MEL PORTWOOD PLAZA			
<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
	Annually	1	City shall ensure fixtures will be maintained in a rust-free condition.  <i>Annually:</i> rebuild of flush valves and Chicago brand self- closing valves.
F. Signage Maintenance	Monthly	12	Visually inspect, maintain, clean, repair, replace worn/damage signage/signposts.
G. Restroom Maintenance	Twice Daily	730	Twice daily between the hours of 7:00 - 10:00 am and -2:00 - 5:00 pm., Sunday through Saturday, clean public restroom and drinking fountain, floors mopped dry, stains wet mop or scrubbed, sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinal and fixtures thoroughly scoured. Toilet stalls, doors, partitions, and handrails cleaned with damp cloth, mirrors cleaned and polished. Toilet tissue/dispenser fully stocked daily.
		As-needed	Painting shall be performed as needed.
H. Plaza Maintenance	Weekly	52	Inspect and maintain hardscape areas, including concrete walls, removal of bird droppings, gum and wax, power washing of concrete flat work and paver block areas.
I. Playground/Picnic Area Maintenance	Daily	365	<i>Daily:</i> Inspect and performance testing playground equipment. Report necessary maintenance or replacement items to District Representative.
	Weekly	52	<i>Weekly:</i> Inspect and repair picnic tables/benches/ platforms.
	Annually	1	<i>Annually:</i> Inspect and paint preserve all trellis.



## MEL PORTWOOD PLAZA

<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
J. Planted Area	Quarterly	4	<i>Quarterly:</i> Prune/trim ground cover. Item includes weekly weed removal, mowing, edging/trimming and annual turf thatching and aeration.
	Semi-Annually	2	<i>Semi-annually:</i> Fertilization of shrubs, ground cover; and turf for the treatment of disease, weeds and insects. Services shall include removal and replanting of dead or diseased shrubs with replacement in kind to be approved by the District Representative prior to their replacement.
K. Tree Trimming	Annually	1	Pruning of all trees shall be performed in accordance to ANSI standards. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
L. Irrigation Maintenance	Weekly	52	<i>Weekly:</i> Inspect irrigation system performance (clogging, spray pattern adjustments and damage). Test and adjust water pressure to 60-80 psi including controller, valve and controller. Repair leaks/defective irrigation valves/sprinkler heads, laterals, mainlines, and water pressure regulator within 24 hours of notice.
M. Fence and Gate Maintenance	Monthly	12	Inspect quarterly for operation and safe condition. Maintain/minor repair worn/damaged fences, gates and barriers, and the maintenance of locks, doors and associated hardware.
		As-needed	Painting shall be performed as needed.
N. Handrails	Quarterly	4	Remove rust, clean, and polish.

BEACH AREA			
<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
A. Trash Collection	Twice Daily	730	Empty trash containers and change liners twice daily between the hours of 7:00 - 10:00 am and 2:00 - 5:00 pm., Sunday through Saturday.
B. Sweeping (Sand Removal)	Daily	365	Sand shall be removed by sweeping, blowing or other means daily.
C. Graffiti Removal	Daily	365	Inspect graffiti daily and remove within 48 hours. Remove all graffiti from all surfaces by chemical cleaning, power washing or painting. Move, cover, or protect surfaces, equipment or structures during graffiti removal.
D. Beach Area Maintenance	Daily	365	Removal of large debris, wood or metal.
	Twice Weekly	104	<i>Twice Weekly:</i> Seaweed removal.
	RAKING	TBD	RAKING
E. Lifeguard Tower Maintenance	Quarterly	4	Inspect, polish and clean stainless steel and fiberglass before and after towers are placed on the beach.

<b>STREET ENDS</b>			
<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
A. Trash Collection	Twice Daily	730	Empty trash containers and change liners twice daily between the hours of 7:00 - 10:00 am and 2:00 - 5:00 pm., Sunday through Saturday.
B. Sand Removal Services	Daily	365	Sand shall be removed by sweeping, blowing or other means daily.
C. Street Sweeping	Weekly	52	Services shall include hand or mechanical sweeping and removal of debris. The City shall sweep all parking lots and street ends and dispose of all collected debris. The City shall sweep all areas weekly.
D. Graffiti Removal	Daily	365	Inspect graffiti daily and remove within 48 hours. Remove all graffiti from all surfaces by chemical cleaning, power washing or painting. Move, cover, or protect surfaces, equipment or structures during graffiti removal.
E. Electrical & Lighting	Monthly	12	<i>Monthly:</i> Visually inspect and test electrical fixtures, lighting fixtures/poles, ballasts, wall packs, ground lights, low level architectural lights (curb lights), outlets, repair, re-lamp, replace for safe operation.
F. Signage Maintenance	Monthly	12	<i>Monthly:</i> Visually inspect, maintain, clean, repair, replace worn/damage signage/signposts.
G. Fence and Gate Maintenance	Quarterly	4	<i>Quarterly:</i> Inspect quarterly for operation and safe condition. Maintain/minor repair worn/damaged fences, gates and barriers, and the maintenance of locks, doors and associated hardware.

STREET ENDS			
<u>Function</u>	<u>Frequency</u>	<u>Occurrences</u>	<u>Description of Work</u>
		As-needed	Painting shall be performed as needed.
H. Planted Area Maintenance	Quarterly	4	<i>Quarterly:</i> Prune/trim ground cover: Items include fertilization of shrubs, ground cover; and turf for the treatment of disease, weeds and insects. Services shall include removal and replanting of dead or diseased shrubs with replacement in kind to be approved by the District Representative prior to their replacement.
I. Tree Trimming	Annually	1	<i>Annually:</i> Pruning of all trees shall be performed in accordance to ANSI standards. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
J. Irrigation Maintenance	Weekly	52	<i>Weekly:</i> Inspect irrigation system performance (clogging, spray pattern adjustments and damage). Repair leaks/defective irrigation valves/sprinkler heads within 24 hours of notice. Items include monthly test, adjust, repair irrigation water pressure 60-80 psi includes controller, valve and boxes, sprinkler heads, laterals, mainlines, and water pressure regulator. Repair leaks/defective irrigation valves/sprinkler heads within 24 hours of notice.
L. Handrails	Quarterly	4	<i>Quarterly:</i> Remove rust, clean, and polish.

## **EXHIBIT A**

### **Quarterly Inspection Checklist**

**SUBJECT:** Procedure for Inspection Reporting

**REFERENCE:** Tidelands Maintenance Services

**PURPOSE:** To define the process and requirements of performing tidelands maintenance service inspections and documenting discrepancies for action for maintenance services not in compliance with the Agreement.

**SCOPE:** Applies to all work performed by the City under the Agreement and its Attachments and Exhibits.

#### **RESPONSIBILITIES:**

##### **City:**

Complete work as specified in Attachment A, Statement of Services of the Agreement and manages performance of personnel to meet the requirements of the Agreement.

Correct Discrepancies for Action to the satisfaction of the District.

##### **District's Inspector:**

Perform inspections and tidelands maintenance monitoring of areas as scheduled in the Statement of Services, Attachment A.

Provide City an Action Report for each inspected area of the recommended maintenance/discrepancies for action identifying assigned responsibility.

## Example of Quarterly Inspection Report to be Completed for Each Location

### QUARTERLY IMPERIAL BEACH INSPECTION REPORT

Maintenance Planner/Inspector: \_\_\_\_\_ Period: \_\_\_\_\_

#### MEL PORTWOOD PLAZA

Description	Status	Action	Comments
<b>Trash Collection</b>			
Litter and Debris Free	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Emptied Trash Containers/Changed Liners	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Condition of Trash Cans	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
<b>Sweeping</b>			
Accumulated Sand	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
<b>Graffiti Removal</b>			
Graffiti	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Paint Droppings	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
<b>Electrical Lighting</b>			
Hand Dryers	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Irrigation Controllers	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
In-ground/Walkway Lighting	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Lighting Fixtures/Ballasts/Lens/	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Outlets/Service Covers	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
<b>Utility Maintenance</b>			

Sewer Laterals	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Rust-free Potable Water Lines	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
<b>Signage Maintenance</b>			
Worn/Damaged Signs	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
<b>Restroom Maintenance</b>			
Maintenance/Stock/General Cleaning:			
▪ Interior Walls	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
▪ Floor Drains	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
▪ Toilet Bowls/Urinals	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
▪ Toilet Stalls/Doors/Partitions/ Handrails/Dispensers	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
▪ Sinks/Mirrors	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
▪ Floor	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
<b>Shower Maintenance</b>			
▪ Floor	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
▪ Fixtures	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
▪ Drains	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
▪ Walls	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Ceramic Tiles	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Drinking Fountains	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT	

<b>Plaza Maintenance</b>		
Power Wash		
▪ Concrete Walls/Flat Work/Areas	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
▪ Trash Enclosures	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
▪ Courts	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Maintenance		
▪ Sand Accumulation	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
▪ Damaged/Missing Ceramic Tiles	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
<b>Playground/Picnic Area Maintenance</b>		
Picnic Tables and Benches, and Platforms	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Playground Equipment	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Benches – Power Wash	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Patios – Power Wash	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Trellises	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
<b>Planted Areas Maintenance</b>		
Condition of Shrubs/Ground Cover/Edges	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Weed Control	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
<b>Tree Trimming</b>		
Pruning	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Clean Up of Debris	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
<b>Irrigation Maintenance</b>		
Condition of Valves/Sprinkler Heads	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Irrigation Performance	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
<b>Fence/Gate Maintenance</b>		
Fences	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Gates	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Barriers	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Locks/Doors/Hardware	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
<b>Handrails</b>		
Rust	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Cleaning/Polishing	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT
Other	<input type="checkbox"/> SAT <input type="checkbox"/> UNSAT <input type="checkbox"/> OBSERVE <input type="checkbox"/> N/A	<input type="checkbox"/> IB <input type="checkbox"/> PORT



**EXHIBIT B**  
**Public Art List**  
**San Diego Unified Port**  
**District**

"Spirit of Imperial Beach" by A.  
Wasil Bronze sculpture  
Palm Avenue Street-end

"Sea and Sky" by Ken Smith  
Stainless steel "Urban Tree"  
sculpture Dahlia Street-end

"Ocean Riders" by John Wyland  
Bronze sculpture  
Dunes Park on Seacoast Drive near Donax

"Surfhenge & Surfboard Benches" by Malcolm  
Jones Four Acrylic arches and ten surfboard  
benches Portwood Pier Plaza

"Illuminations" by Mary Lynn Dominguez  
Illuminated mosaic tile artwork on serpentine seat-  
walls Portwood Pier Plaza

"Banner Art" by John Banks  
Painted steel sculpture  
Imperial Beach Boulevard Street-end

"Banner Art" Sweet Spot Plaque  
Bronze plaque in sidewalk  
Northwest corner of Seacoast Drive & Imperial Beach Blvd. intersection

<b>EXHIBIT 3</b>		
<b>DISTRICT OWNED LIFEGUARD EQUIPMENT</b>		
EQUIPMENT DESCRIPTION	PORT ID #	FISCAL YEAR ACQUIRED
IB PAGING SYSTEM (NOT IN USE; STORED IB)	N/A	1997
MOTOR BOAT (RETURNED TO DISTRICT?)	N/A	1999
FURNITURE AT SAFETY CENTER	N/A	2000
IB SECURITY SURVEILLANCE SYSTEM	N/A	2000
DEFIBRILLATORS (3 REP: 1 NEW IN FY07)	N/A	2002
LIFE GUARD TOWER #5		2003
HP LASERJET 1320 PRINTER W/CABLE	N/A	2007
POWERHEART 9300E-501 DEFIBRILLATOR	N/A	2008
POWERHEART 9300E-501 DEFIBRILLATOR	N/A	2008
POWERHEART 9300E-501 DEFIBRILLATOR	N/A	2008
POWERHEART 9390A-501 DEFIBRILLATOR	N/A	2008
LIFE GUARD TOWER #1	4000919	2009
LIFE GUARD TOWER #2	4000920	2009
LIFE GUARD TOWER #3	4000921	2009
LIFE GUARD TOWER #4	4000922	2009
ACCESSORIES FOR PICKUP TRUCK	4000840-1	2009
YAMAHA FX1800-GB PWC, 2009	4000899	2009
HP LASERJET CP2025DN PRINTER	N/A	2009
MOTOROLA ASTRO DIGITAL XTS5000 PORTABLE RADIO	N/A	2010
MOTOROLA ASTRO DIGITAL XTS5000 PORTABLE RADIO	N/A	2010
MOTOROLA ASTRO DIGITAL XTS5000 PORTABLE RADIO	N/A	2011
MOTOROLA ASTRO DIGITAL XTS5000 PORTABLE RADIO	N/A	2011
MOTOROLA ASTRO DIGITAL XTS5000 PORTABLE RADIO	N/A	2011
MOTOROLA APX7500 DUAL BAND MID POWER RADIO	(in 4000993)	2011
MOTOROLA APX7500 DUAL BAND MID POWER RADIO	N/A	2011
T2 ELITE W/PARALINK SWIVEL MOUNT FOR BINOCULARS	N/A	2012
SONY VPC-SA3AGX/BI NOTEBOOK COMPUTER	N/A	2012
SONY VPC-SA3AGX/BI NOTEBOOK COMPUTER	N/A	2012
BOAT HOOKS X6	N/A	2012
MOTOROLA APX7500 DUAL BAND RADIO	4001185	2013
MOTOROLA ASTRO DIGITAL XTS5000 PORTABLE RADIO	N/A	2013
MOTOROLA ASTRO DIGITAL XTS5000 PORTABLE RADIO	N/A	2013
2014 FORD EXPEDITION 4X4 SSV	4001129	2014
MOTOROLA APX7500 DUAL BAND RADIO	4001229	2014
MOTOROLA APX6000 700/800 RADIO	N/A	2014
MOTOROLA APX6000 700/800 RADIO	N/A	2014
PIER AND SAFETY CENTER PA SYSTEM	4001186	2014
SWIFTWATER RESCUE EQUIPMENT, MISCELLANEOUS	N/A	2014
DRY SUITS, 4 LG, 1 XL, 1 MD	N/A	2014
DIVE RESCUE GEAR, MISCELLANEOUS	N/A	2014
BATTERY BOOSTERS X2	N/A	2014
2 TON CRAFTSMAN FLOOR JACK	N/A	2014

PADDLES X6	N/A	2014
12V METRO INFLATOR	N/A	2014
INFLATABLE RESCUE BOAT - ZODIAK MARK 4	4001272	2015
PA SYSTEM WIRELESS ACCESS	4001299	2015
THERMAL IMAGING BINOCULARS	4001303	2015
PORTABLE RADIOS	N/A	2015
DIVE LOCKERS	4001305	2015
PROMO DISPLAY	N/A	2015
TRUCK, 4X4 WITH OUTFITTING	4001364	2016
RCS RADIOS	N/A	2016
PUMPJET OUTDRIVE FOR EVINRUDE BOAT MOTOR	N/A	2016
UTILITY TERRAIN VEHICLE AND OUTFITTING	4001498	2017
UTILITY TERRAIN VEHICLE AND OUTFITTING	4001499	2017
LRAD LONG RANGE COMMUNICATION DEVICE	4001513	2017
REMOTE LIGHTING SYSTEM WITH GENERATOR	N/A	2017
FLIR BINOCULAR LENS 35MM AND 65MM (QTY - 1 OF EACH)	N/A	2017
PADDLEBOARDS (QTY 2)	N/A	2017
WIRELESS REMOTE BEACH SURVEILLANCE CAMERAS AND PA	N/A	2017
SECURITY CAMERA SYSTEM UPGRADE - LIFEGUARD HQ & PIER	N/A	2017
TRUCK, 4X4 WITH OUTFITTING	4001627	2018
PERSONAL WATERCRAFT & EQUIPMENT	4001631	2018
ATV & EQUIPMENT	4001628	2018
ATV & EQUIPMENT	4001629	2018
ATV & EQUIPMENT	4001630	2018
WIRELESS INFRASTRUCTURE/CAMERA UPGRADES	N/A	2018
INFLATABLE MAREIN RESCUE PLATFORM	N/A	2019
RCS RADIOS	N/A	2019
COASTAL SURVEILLANCE SYSTEM	4001746	2019
PERSONAL WATERCRAFT & EQUIPMENT	4001796	2020
TRUCK, 4X4 WITH OUTFITTING	4001795	2020
UTILITY TERRAIN VEHICLE AND OUTFITTING	4001805	2020
CAMERA AND VIDEO STORAGE UPGRADES	N/A	2020
DIVE EQUIPMENT	N/A	2020
MUSTANG FLOAT COATS	N/A	2020

## EXHIBIT 4 CERTIFICATE OF INSURANCE San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

**Return this form to:**      **San Diego Unified Port District**  
**c/o Ebix BPO**  
**P.O. Box 100085 – 185**  
**Duluth, GA 30096 – OR –**  
**Email: [portofsandiego@ebix.com](mailto:portofsandiego@ebix.com)**  
**Fax: 1-866-866-6516**

Name and Address of Insured (Consultant)	SDUPD Agreement Number: _____  This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.
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CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	<b>Commercial General Liability</b> <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date:  Expiration Date:	Each Occurrence: \$ _____  General Aggregate: \$ _____
	<b>Commercial Automobile Liability</b> <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date:  Expiration Date:	Each Occurrence: \$ _____
	<b>Workers Compensation – Statutory</b>  Employer's Liability		Commencement Date:  Expiration Date:	E.L. Each Accident \$ _____  E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	<b>Professional Liability</b> <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date:  Expiration Date:	Each Claim \$ _____
	<b>Excess/Umbrella Liability</b>		Commencement Date:  Expiration Date:	Each Occurrence: \$ _____  General Aggregate: \$ _____

CO LTR	COMPANIES AFFORDING COVERAGE	A. M. BEST RATING
A		
B		
C		
D		

**A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.**

Name and Address of Authorized Agent(s) or Broker(s)	E-mail Address:
--	-----------------

	Phone:	Fax Number:
	Signature of Authorized Agent(s) or Broker(s)	
	Date:	

**SAN DIEGO UNIFIED PORT DISTRICT**  
**REQUIRED INSURANCE ENDORSEMENT**

<b><u>ENDORSEMENT NO.</u></b>	<b><u>EFFECTIVE DATE</u></b>	<b><u>POLICY NO.</u></b>
<b>NAMED INSURED:</b>		
<b>GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES):</b> All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

**Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:**

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

\_\_\_\_\_  
(NAME OF INSURANCE COMPANY)

\_\_\_\_\_  
(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

**MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:**

San Diego Unified Port District  
c/o Ebix BPO  
P.O. Box 100085 – 185  
Duluth, GA 30096 – OR –  
Email to: [portofsandiego@ebix.com](mailto:portofsandiego@ebix.com)  
Fax: 1-866-866-6516

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
CITY OF IMPERIAL BEACH  
for  
SHERIFF, FIRE, EMERGENCY MEDICAL, LIFEGUARD AND  
ANIMAL CONTROL SERVICES  
AGREEMENT NO. 86-2012**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, herein called "District" and the CITY OF IMPERIAL BEACH; a municipal corporation, herein called "City."

**RECITALS:**

WHEREAS, the San Diego Unified Port District Act allows the District to contract with the Municipalities whose territorial limits are adjacent to or contiguous to those of the District for Sheriff, fire and other services, and;

WHEREAS, the District and the City desire to execute an Agreement for Sheriff, fire, emergency medical, lifeguard and animal control services on non-ad valorem tideland trust property located in the City ("Agreement"), and;

WHEREAS, the City has the capacity to provide Sheriff, fire, emergency medical, lifeguard and animal control services to said District property;

NOW, THEREFORE, it is mutually understood and agreed by and between the parties as follows:

**1. SCOPE OF SERVICES**

- A. This Agreement covers reimbursement of the cost of Sheriff, fire, emergency medical (EMS), lifeguard and animal control services to be provided by the City upon the District's tidelands and property within the City's limits, which do not generate ad valorem tax revenues, as

depicted in Exhibit A, Non Tax Paying Tidelands in the City of Imperial Beach, incorporated by reference as though fully set forth herein. Those properties include, but are not limited to, non-dedicated streets, parks and other open space, unleased developed properties, leased properties wherein the lessee is not subject to ad valorem taxes (with the exception of properties leased to the City), and unleased vacant land. Nothing herein contained shall give the City the right to use or occupy any District real or personal property, or to otherwise use the services of the District or its employees.

City shall provide Sheriff, fire, emergency medical, lifeguard and animal control services as contained in the Statement of Services established as the baseline service level, attached hereto as Attachment A and incorporated by reference as though fully set forth herein.

For Lifeguard Services, the City shall provide, personnel, supervision, equipment, necessary materials and storage facilities to provide beach lifeguard services on District property in the City of Imperial Beach, as contained in the Statement of Services established as the baseline service level, attached hereto as Attachment A and incorporated by reference as though fully set forth herein. City shall provide the District with access to District property, including but not limited to, the Pier and beach tidelands areas.

- 1) Use of the Equipment Items: The equipment items, listed in Exhibit B, Lifeguard Services - Port Owned Equipment List, incorporated by reference as though fully set forth herein, shall be used only and exclusively by City to accomplish its obligations under this agreement. At any time the City no longer provides lifeguard services to District; or at the end of useful life or for any other reason when no longer required; or upon written demand by the District, City shall immediately



transfer possession of equipment items covered by this agreement to District at no cost to the District.

- 2) Maintenance and Repair of District-owned Equipment: City shall be responsible for the maintenance and repair of District-owned equipment as listed in Exhibit B, Lifeguard Services - Port Owned Equipment List. Maintenance and repairs, not covered by warranty or caused by misuse, shall be performed in accordance with the manufacturer's specifications and good maintenance practices.

For Animal Control Services, the City shall provide, to the same extent and in the same manner as such member city actually provides or may be required by law to provide to an ad valorem tax-generating property, services to enforce animal regulation laws for incidents occurring on District property. Animal control services shall consist solely of enforcement of animal regulation laws for incidents occurring on District property, and for no other purpose whatsoever. District property may include beach areas, the pier and pier plaza, parks, non-dedicated streets, unleased developed property, and unsubmerged property not subject to ad valorem taxes.

- B. Services under this Agreement shall be in furtherance of the San Diego Bay tideland trust for the accommodation of commerce, navigation, fisheries, and recreation on said trust tidelands for the benefit of all of the people of the State of California.
- C. District may reduce level of service or adjust compensation based on unanticipated events, including but not limited to:
- Unanticipated events/needs that would require District expense budget cuts.
  - Significant bad debt, significant pension cost increases, pollution remediation, significant loss or settlement payment from litigation.

- Major Maintenance project necessary for preservation of existing revenue stream or prior capital investment.
- Unforeseen need to comply with current regulatory requirement or legal mandate.
- District's need to replenish operating reserves when reserves go below the current policy.

- D. Service levels may be adjusted in the event of exogenous shocks as a result of acts of nature and/or catastrophic events (e.g., storms, wildfires, and/or 9/11 type incidents).
- E. District and City shall have the option to re-evaluate service needs every three (3) years, as needed (i.e., substantial changes in service needs from increased activity resulting in negative impact to public safety or mutually determined unsatisfactory service conditions on tidelands, or a significant change in the non-taxpaying tidelands). If the need for re-evaluation is mutually determined by District and City, discussions may start on the third contract year and any decisions made may apply to the fourth contract year.
- F. Should service levels require adjustment, City shall provide to District a detailed summary of changes to service levels. Upon approval by District, the service level adjustment shall be incorporated as an amendment to the Agreement.

2. **TERM OF AGREEMENT:** This Agreement covers services rendered from July 1, 2012 through June 30, 2021, subject to earlier termination as provided herein.

3. **COMPENSATION:**

- A. In consideration of the foregoing performances by the City, District shall pay City an amount not to exceed the baseline rate **\$3,481,165.00** for Fiscal Year 12/13 for services contained in the Statement of Services, referenced as Attachment A. Compensation for Fiscal Year 13/14 through Fiscal Year 20/21 shall be calculated on an annual escalation based on San Diego

County Consumer Price Index (CPI), except for years when the District's actual percentage increase in operating revenue<sup>1</sup> is less than the CPI. CPI will be based on the index change from the prior calendar year.

- B. If the District's operating revenue growth is less than the CPI, the compensation shall be adjusted based on the District's financial performance and service level shall be reduced accordingly in collaboration with City.-District shall provide the City the prior fiscal year's revenue growth no later than December 31 of the following fiscal year.

*Example: FY13/14 revenue growth will be calculated after the fiscal year has ended on June 30, 2014 and the financial reports are completed. No later than December 2014, the District will provide the compensation adjustment to the City to coincide with the preparation of the city's FY 15/16 budget. The adjustment will be effective for the FY15/16 compensation.*

- C. Yearly escalation based on CPI shall not exceed 4%.

*Example:*

*CPI 2012= 4.5%*

*District's Revenue Growth FY 13/14= 5%*

*Escalation will be capped at 4%.*

- D. If the District's operating revenue growth is negative, adjustment may not be lower than -4%.

*Example:*

*CPI 2012= 3%*

*District's Revenue Growth FY 13/14 = -6%*

*Adjustment will be -4%*

<sup>1</sup> The operating revenues used in this formula include certain exclusions, such as pass through revenues, restricted revenues, significant one-time revenue increases or decreases, and any significant unforeseen substantial expenses greater than \$500,000 in the aggregate (e.g., loss or settlement payment from litigation, any unforeseen equipment breakdown like HVAC).

E. City shall submit written requests for reimbursement to District for equal quarterly payments under this Agreement. Written requests shall be submitted on a quarterly basis, at the end of each fiscal quarter. District agrees to make reimbursement payments to the City within thirty (30) days of receipt of a properly prepared request for reimbursement.

4. **RECORDS:** In accordance with generally accepted accounting principles, City shall maintain full and complete documentation of the cost of services performed under this Agreement. Such documentation, if reasonably available and prepared and maintained in the regular course of business, may include time cards, contracts, receipts, original invoices, canceled checks, payroll documentation, calls for service records, dispatch records, Sheriff and fire budget data, other budget data used to calculate citywide overhead factors, and periodic logs maintained by Sheriff and fire staff. Such records shall be open to inspection of District at all reasonable times in the City of Imperial Beach and such records shall be maintained in accordance with applicable laws and policies of the State of California and City of Imperial Beach related to records retention. Generally, all records set forth herein shall be maintained for at least three (3) years from the date of termination of this Agreement.

If City is notified by District of a dispute, claim, litigation, or appeal arising from this Agreement, City shall maintain applicable and material records for a period of three (3) years after notification of the dispute, claim, litigation, or appeal, or until the dispute, appeal, litigation or claim has been finally resolved or adjudicated, whichever is later.

City understands and agrees that District, at all times under this Agreement, has the right to audit financial or other records, which City has prepared or which relate to the work which City is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District.

City shall provide District at City's expense a copy of all such records within ten (10) working days of a written request by District, unless the requested records are voluminous in nature. In that case, City may extend the time to respond to a request for records, as provided by the California Public Records Act, set forth in the California Government Code, and incorporated herein as controlling authority related to records disclosure. District's right to records shall also include inspection at reasonable times at the City's office or facilities, which are engaged in the performance of services pursuant to this Agreement. City shall, at no cost to District furnish reasonable facilities and assistance for such review and audit.

5. **COMPLIANCE:** In performance of this Agreement, City shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. City shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable. City shall comply with all applicable federal, state and local law, as well as any applicable District codes and policies in effect now.
6. **INDEPENDENT ANALYSIS:** City shall provide the services required by this Agreement, independent of the control and direction of District, other than normal contract monitoring provided, however, City shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.
7. **ASSIGNMENT:** City shall not assign this Agreement or any right or interest hereunder without express prior written consent of District, nor shall District assign this Agreement or any right or interest hereunder without express prior written consent of City.

## **8. MUTUAL INDEMNIFICATION**

- A. City agrees to defend, indemnify and hold the District harmless against and from any and all damages to property or injuries to or death of any person or persons, including employees or agents of the District, and shall defend, indemnify and hold harmless the District, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of the negligent or intentional acts, errors or omissions of the City or any of its officers, agents or employees, unless otherwise agreed to in writing by City and District.
  
- B. District agrees to defend, indemnify and hold the City harmless against and from any and all damages to property or injuries to or death of any person or persons, including employees or agents of the City, and shall defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of the negligent or intentional acts, errors, or omissions of the District or any of its officers, agents or employees, unless otherwise agreed to in writing by District and City.

## **9. INSURANCE REQUIREMENTS:**

- A. City and District shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
  - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least

as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

- (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
  - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit B, Certificate of Insurance, attached hereto and incorporated herein).
  - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
  - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- (3) **Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.**
- (4) **Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.**

- B. **Certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies shall be provided by City and District to the other party. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit B and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. City shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.**
- C. **The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically**



referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

- D. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on City. Each party reserves the right to obtain complete copies of any of the insurance policies required herein.

**10. INDEPENDENT CONTRACTOR:** City and any agent or employee of City shall act in an independent capacity and not as officers or employees of District. The District assumes no responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the City. City shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. City acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. City disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

**11. ADVICE OF COUNSEL:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

- 12. INDEPENDENT REVIEW:** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
- 13. INTEGRATION AND MODIFICATION:** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
- 14. TERMINATION:** In addition to any other rights and remedies allowed by law, either party may terminate this Agreement at the end of a service year with or without cause by giving at least six (6) months written notice prior to the start of the next year of service to the other parties of such termination and specifying the effective date thereof.

In that event, all finished or unfinished documents and other materials, in possession of City that are the property of District, at the option of District, shall be delivered by City to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee hereunder by City other than the fees earned for services which were performed prior to termination but not yet paid.

Said fee shall be calculated and based on the schedule as provided in this Agreement.

- 15. DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- 16. PAYMENT BY DISTRICT:** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the City, made an exhaustive inspection to check the quality or quantity of the services performed by the City, made an examination to ascertain how or for what purpose the City has used money previously paid on account by the District, or constitute a waiver of claims against the City by the District.

**17. CAPTIONS:** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

**18. SIGNATURE:** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by the City Mayor or Authorized Designee of the City.

A. City shall submit all correspondence regarding this Agreement to the following District representative:

Executive Vice President, Administration  
Executive Offices  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488

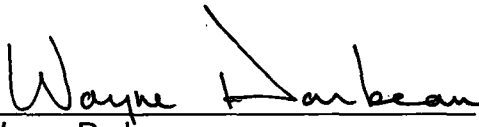
B. District shall submit all correspondence regarding this Agreement to the following City representative:

Gary Brown, City Manager  
City of Imperial Beach  
City Hall  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932  
Tel. (619) 423-8303  
Fax (619) 628-1395

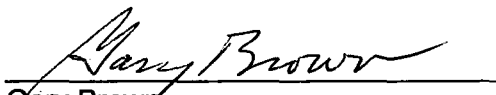
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- C. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

  
Wayne Darbeau  
President/CEO

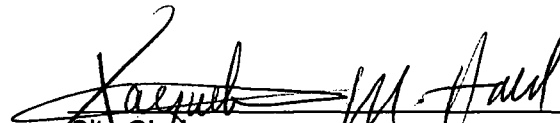
**CITY OF IMPERIAL BEACH**

  
Gary Brown  
City Manager

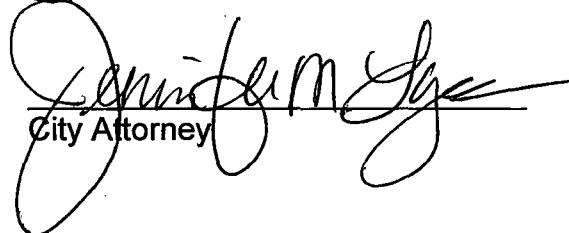
**PORT ATTORNEY**

  
DEPUTY PORT ATTORNEY

**Attest:**

  
City Clerk

**Approved as to Form:**

  
City Attorney

**ATTACHMENT A**

**STATEMENT OF SERVICES**  
**CITY OF IMPERIAL BEACH**

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**Summary - FY 2012/2013**

Service	Rate	Hours	Amount
Sheriff (per Deputy)	114.46	15,310	1,752,389
Fire-Rescue (24/7)	295.64	750	221,733
Animal Control (Per ACO)	123.88	250	30,970
Lifeguards (100%)			1,476,073
<b>Total</b>			<b>3,481,165</b>

**Sheriff**

(All figures based on current estimates from Sheriff)

Full Sheriff's Cost	6,270,141
Total Deputy hours (All Deputies)	54,780
Hourly Rate	114.46

	Coverage	Amount
Recommended hours	15,310	1,752,388.80

<b>Patrol:</b>	<b>9,460</b>	<b>1,082,795</b>
includes 1 Full-time Deputy Summer Beach Quad Patrol Supervision Back-up as needed Additional Patrol when needed CSOs when needed Special Services when needed (Homicide, Bomb/Arson, SWAT, etc)		

<b>Pro-active Policing</b>	<b>5,850.00</b>	<b>669,593</b>
Includes: Detectives SPOs CSOs when needed		

<b>Support</b>		<b>Included</b>
Includes: Management/Supervision Crime Analysis Data Services Evidence/Property Full Clerical Support All required equipment and vehicles Fuel Related City Overhead		

### Fire-Rescue Services

(All figures based on existing levels of service)

<b>Rate Analysis</b>	<b>Total</b>
Full Fire-Rescue Services Cost	2,589,846
Total Coverage Hours	8,760
<b>Rate per Hour</b>	<b>295.64</b>

<b>Cost Recovery</b>	<b>Total</b>
Relative Port Coverage in Hours	750
<b>Total Cost</b>	<b>221,733</b>

Coverage includes:

- 24/7 Fire Coverage
- 24/7 Paramedic Coverage
- Automatic Aid from Coronado and San Diego

## Animal Control Services

(All figures based on existing levels of service)

<b>Rate Analysis</b>	<b>Total</b>
Full Animal Control Cost	257,667
Total Hours	2,080
<b>Cost Per Hour</b>	<b>123.88</b>

<b>Cost Recovery</b>	<b>Total</b>
Relative Port Coverage in Hours	250
<b>Total Cost</b>	<b>30,970</b>

Coverage includes:

- Daytime Animal Control Coverage
- Emergency Response
- Animal Care Facility
- Local Spay/Neuter Clinics

**\*\*\*END OF PAGE\*\*\***



**Lifeguard Services**  
**City of Imperial Beach**  
**Public Safety Department, Ocean Beach Division**

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Account	Description	FY 2013
<b>Employee Costs</b>		
101-3030-423.10-01	Salaries Full-Time	437,655
101-3030-423.10-02	Salaries Part-Time	313,060
101-3030-423.10-03	Overtime	15,000
101-3030-423.10-08	Auto Allowance	0
101-3030-423.11-01	Pers-City Portion	84,538
101-3030-423.11-02	Pers-Employee Portion	0
101-3030-423.11-03	Section 125 Cafeteria	97,519
101-3030-423.11-04	Life Insurance	0
101-3030-423.11-05	Unemployment Insurance	17,360
101-3030-423.11-07	FICA/Medicare	31,892
101-3030-423.11-09	PARS/Medicare - City Portion	11,440
<b>Employee Costs Total</b>		<b>1,008,464</b>
<b>Other Costs</b>		
101-3030-423.20-06	Professional Services	30,000
101-3030-423.25-04	Rent-Uniforms	10,000
101-3030-423.26-04	ABC-Admin Svc Charge	129,650
101-3030-423.26-05	ABC-Tech Svc Charge	9,855
101-3030-423.26-06	ABC-Risk Mgmt Svc Charge	24,814
101-3030-423.26-07	ABC-FMP Equip Charge	41,792
101-3030-423.27-02	Utilities-Water	1,300
101-3030-423.25-04	Utilities-Telephone	3,000
101-3030-423.26-08	Utilities - Cell Phones	7,000
101-3030-423.26-09	Maintenance & Repair	20,300
101-3030-423.26-10	Insurance Premium/Deposit	46,898
101-3030-423.26-11	Travel, Training, Meeting	8,000
101-3030-423.27-03	Printing Services	0
101-3030-423.28-11	Membership Dues	0
101-3030-423.30-02	Operating Supplies	30,000
<b>Other Costs Total</b>		<b>362,609</b>
<b>Employee and Other Costs Total</b>		<b>1,371,073</b>
<b>Capital Total</b>		<b>105,000</b>
<b>Grand Total</b>		<b>1,476,073</b>

**LIFEGUARD CAPITAL OUTLAY FY 12/13**

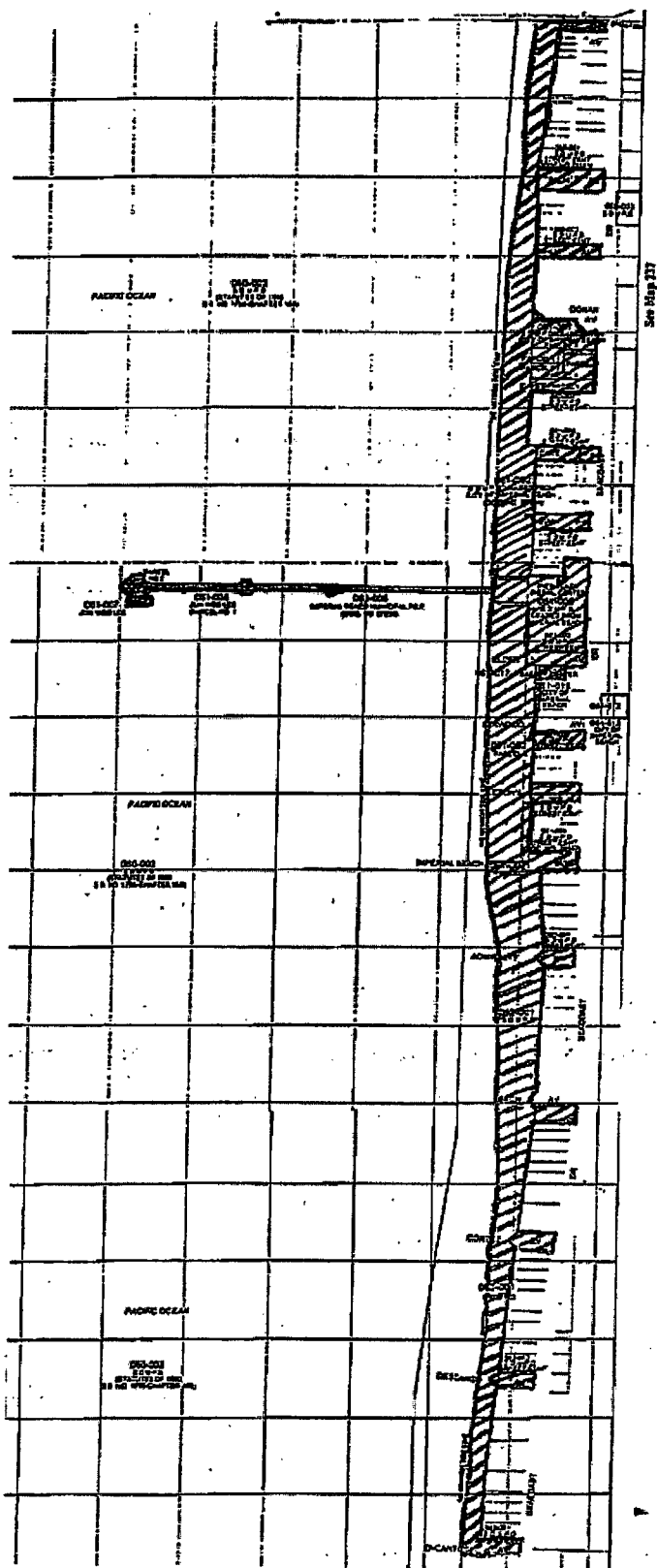
	<b>Est. Cost</b>
Truck, mid-size, 4x4, crew cab and emergency response equipment - 1 replacement	35,000
Regional Communication System Radios - 3 replacement	12,000
Personal Watercraft, trailer, and emergency response equipment - 1 replacement	18,000
South Seacoast Drive wireless remote camera and upgrade the Palm Avenue Camera	20,000
Pier and Safety Center PA system - replacement	20,000
<b>Total</b>	<b>105,000</b>

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\*\*\*END OF PAGE\*\*\*

# **EXHIBIT A** **Non Tax Paying Tidelands in the** **City of Imperial Beach**

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# **EXHIBIT B** **Lifeguard Services** **Port Owned Equipment List**

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TYPE	EQUIPMENT DESCRIPTION	PORT ID #	ID # or VIN #	License #	FY YEAR ACQUIRED	ACTUAL COS
AED	DEFIBRILLATORS (3 REP. 1 NEW IN FY07)	N/A	11683461, 13456226, 13456212	N/A	2002	UNKNOWN
AED	POWERHEART 9300E-501 DEFIBRILLATOR	N/A	4130811	N/A	2008	\$ 1,429.84
AED	POWERHEART 9300E-501 DEFIBRILLATOR	N/A	4130615	N/A	2008	\$ 1,429.84
AED	POWERHEART 9300E-501 DEFIBRILLATOR	N/A	4130818	N/A	2008	\$ 1,429.84
AED	POWERHEART 9390A-501 DEFIBRILLATOR	N/A	4197348	N/A	2008	\$ 1,825.29
COMPUTERS/PRINTER	HP LASERJET 1320 PRINTER W/CABLE	N/A	CNL1C11941	N/A	2007	\$ 446.85
COMPUTERS/PRINTER	HP LASERJET CP2025DN PRINTER	N/A	CN6SCM096	N/A	2009	\$ 705.80
COMPUTERS/PRINTER	HP PROBOOK 4710S NOTEBOOK COMPUTER	N/A	CNU938CGGC	N/A	2010	\$ 1,226.85
COMPUTERS/PRINTER	HP PROBOOK 4710S NOTEBOOK COMPUTER	N/A	CNU938CGRM	N/A	2010	\$ 1,226.85
COMPUTERS/PRINTER	SONY VPC-SA3AGX/B NOTEBOOK COMPUTER	N/A	S013000406%	N/A	2012	\$ 1,139.48
COMPUTERS/PRINTER	SONY VPC-SA3AGX/B NOTEBOOK COMPUTER	N/A	S0130003620	N/A	2012	\$ 1,139.48
FURNITURE	FURNITURE AT SAFETY CENTER	N/A	N/A	N/A	2000	\$66,750.00
MISCELLANEOUS	T2 ELITE WIPARALINK SWIVEL MOUNT FOR BINOCUL	N/A	T2ESC8X5-E1200160	N/A	2012	\$ 742.24
RADIO	MOTOROLA APX7000 PORTABLE RADIO	4000951	UNKNOWN	N/A	2010	\$ 6,919.71
RADIO	MOTOROLA APX7000 PORTABLE RADIO	4000952	UNKNOWN	N/A	2010	\$ 6,919.71
RADIO	MOTOROLA ASTRO DIGITAL XT55000 PORTABLE RA	N/A	UNKNOWN	N/A	2010	\$ 3,748.62
RADIO	MOTOROLA ASTRO DIGITAL XT55000 PORTABLE RA	N/A	UNKNOWN	N/A	2010	\$ 3,748.62
RADIO	MOTOROLA ASTRO DIGITAL XT55000 PORTABLE RA	N/A	721CLV1012	N/A	2011	\$ 4,526.10
RADIO	MOTOROLA ASTRO DIGITAL XT55000 PORTABLE RA	N/A	721CLV1013	N/A	2011	\$ 4,526.10
RADIO	MOTOROLA ASTRO DIGITAL XT55000 PORTABLE RA	N/A	721CLV1014	N/A	2011	\$ 4,526.10
RADIO	MOTOROLA APX7500 DUAL BAND MID POWER RADIC (in 4000993)	4000993	656CLV1376	N/A	2011	\$ 5,124.37
RADIO	MOTOROLA APX7500 DUAL BAND MID POWER RADIC	N/A	656CLV1377	N/A	2011	\$ 5,124.37
RADIO	MOTOROLA XTL 5000 MOBILE RADIO	4001054	500CMV0446	N/A	2012	\$ 3,359.15
RADIO	MOTOROLA XTL 5000 MOBILE RADIO	4001055	500CMV0447	N/A	2012	\$ 3,359.15
RADIO	MOTOROLA XTL 5000 MOBILE RADIO	4001056	500CMV0448	N/A	2012	\$ 3,359.15
SYSTEMS	IB PAGING SYSTEM (NOT IN USE, STORED IB)	N/A	N/A	N/A	1997	\$ 7,008.00
SYSTEMS	IB SECURITY SURVEILLANCE SYSTEM	N/A	N/A	N/A	2000	\$ 27,469.15
SYSTEMS	WIRELESS TELECOMMUNICATION SYSTEM	4000961	UNKNOWN	N/A	2010	\$ 72,693.00
TOWER	LIFE GUARD TOWER #5	N/A	N/A	N/A	2003	UNKNOWN
TOWER	LIFE GUARD TOWER #6	4000656	N/A	N/A	2006	\$ 16,150.34
TOWER	LIFE GUARD TOWER #1	4000919	N/A	N/A	2009	\$ 41,184.90
TOWER	LIFE GUARD TOWER #2	4000920	N/A	N/A	2009	\$ 41,184.90
TOWER	LIFE GUARD TOWER #3	4000921	N/A	N/A	2009	\$ 41,184.90
TOWER	LIFE GUARD TOWER #4	4000922	N/A	N/A	2009	\$ 41,184.90
VEHICLE/VESSEL	MOTOR BOAT (RETURNED TO DISTRICT?)	N/A	N/A	UNKNOWN	1999	\$ 7,943.18
VEHICLE/VESSEL	CHEVROLET COLORADO PICKUP TRUCK, 2009	4000840	1GCDT13E298118071	UNKNOWN	2009	\$ 27,357.20
VEHICLE/VESSEL	ACCESSORIES FOR PICKUP TRUCK	4000840-1	N/A	N/A	2009	\$ 1,736.38
VEHICLE/VESSEL	YAMAHA FX1800-GB PWC, 2009	4000899	US-YAMA5003E808	UNKNOWN	2009	\$ 12,019.52
VEHICLE/VESSEL	DODGE DAKOTA CREW CAB PICKUP TRUCK, 2010	4000946	D7CW3GP7AS18429	1332689	2010	\$ 23,143.08
VEHICLE/VESSEL	DODGE DAKOTA CREW CAB 4X4 PICKUP TRUCK, 201	4000993	D7RW3GP06S84915	UNKNOWN	2011	\$ 22,762.39
VEHICLE/VESSEL	HONDA TRX 420 FE ATV W/TOOL BOX & COVER	4000994	1HFTE3545B4401315	UNKNOWN	2011	\$ 9,367.74
VEHICLE/VESSEL	HONDA TRX 420 FE ATV W/TOOL BOX & COVER	4000995	1HFTE3549B440132C	UNKNOWN	2011	\$ 9,367.74
VEHICLE/VESSEL	HONDA TRX 420 FE ATV W/TOOL BOX & COVER	4000996	1HFTE3542B440132Z	UNKNOWN	2011	\$ 9,367.74
VEHICLE/VESSEL	YAMAHA FX1800-KB PWC W/ACCESSORIES	4000997	US-YAMA1300A111	UNKNOWN	2011	\$ 17,232.81
VEHICLE/VESSEL	KUBOTA EQKUB RTV900XT UTILITY VEHICLE	4001082	C7352	UNKNOWN	2012	\$ 14,050.60
VEHICLE/VESSEL	KUBOTA EQKUB RTV900XT UTILITY VEHICLE	4001083	C7354	UNKNOWN	2012	\$ 14,050.60

**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**  
**San Diego Unified Port District**

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By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's Agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage noted on page 2 of this certificate.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to: San Diego Unified Port District

c/o Ebix BPO

P.O. Box 12010-03

Hemet, CA 92546 – OR-

E-mail: [sdupd@prod.certificatesnow.com](mailto:sdupd@prod.certificatesnow.com) –OR-

Fax: 1-866-866-6516

Name and Address of Insured (Contractor or Vendor)			SDUPD Agreement Number _____ This certificate applies to all operations of named insureds property in connection with all Agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	<u>Commercial General Liability</u> <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: _____  Expiration Date: _____	Each Occurrence: _____ \$ _____  General Aggregate: _____ \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: _____ Expiration Date: _____	Each Occurrence: _____ \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: _____ Expiration Date: _____	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: _____ Expiration Date: _____	Each Claim _____ \$ _____
	Excess/Umbrella Liability		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE		BEST'S RATING	
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or Better unless Approved in Writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			E-Mail Address:	
			Phone: _____ Fax Number: _____	
			Signature of Authorized Agent(s) or Broker(s)	
			Date: _____	

# **SAN DIEGO UNIFIED PORT DISTRICT REQUIRED INSURANCE ENDORSEMENT**

<b><u>ENDORSEMENT NO.</u></b>	<b><u>EFFECTIVE DATE</u></b>	<b><u>POLICY NO.</u></b>
<b>NAMED INSURED:</b>		
<b>GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES):</b> All written Agreements, contracts and leases with the San Diego Unified Port District and/or any and all activities or work performed on district premises		

All written Agreements, contracts, and leases with the San Diego Unified Port District and/or any and all activities or work performed on District owned premises.

**Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:**

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, Agreements or exclusions of the policy(ies) to which this endorsement applies.

\_\_\_\_\_  
(NAME OF INSURANCE COMPANY)

\_\_\_\_\_  
(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

**MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION TO:**

San Diego Unified Port District  
 c/o Ebix BPO  
 P.O. Box 12010-03  
 Hemet, CA 92546  
 San Diego, CA 92168-1639 – OR –  
 Email to: [sdupd@prod.certificatesnow.com](mailto:sdupd@prod.certificatesnow.com) – OR –  
 Fax: 1-866-866-6516

Document No.

60236

Filed

APR 03 2013

Office of the District Clerk

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
CITY OF IMPERIAL BEACH  
for  
TIDELANDS MAINTENANCE SERVICES  
AGREEMENT NO. 141-2012**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, herein called "District" and the CITY OF IMPERIAL BEACH; a municipal corporation, herein called "City."

**RECITALS:**

WHEREAS, the San Diego Unified Port District Act allows the District to contract with the Municipalities whose territorial limits are adjacent to or contiguous to those of the District for tidelands maintenance services, and;

WHEREAS, the District and the City desire to execute an Agreement for tidelands maintenance services on non-ad valorem tideland trust property located in the City ("Agreement"), and;

WHEREAS, the City has the capacity to provide tidelands maintenance services to said District property;

NOW, THEREFORE, it is mutually understood and agreed by and between the parties as follows:

**1. SCOPE OF SERVICES**

- A. City shall provide tidelands maintenance services as contained in the Statement of Services established as the baseline service level, attached hereto as Attachment A and incorporated by reference as though fully set forth herein.

City shall keep District and their designated representative informed of the progress of said services at all times.

Labor, equipment, and materials funded by the District in support of this Agreement, shall be used solely for maintenance of District Tidelands specified in Attachment A, Statement of Services. City shall submit a Quarterly Inspection checklist, Exhibit A, as required by District.

- B. Services under this Agreement shall be in furtherance of the San Diego Bay tideland trust for the accommodation of commerce, navigation, fisheries, and recreation on said trust tidelands for the benefit of all of the people of the State of California.
- C. District may reduce level of service or adjust compensation based on unanticipated events, including but not limited to:
- Unanticipated events/needs that would require District expense budget cuts.
  - Significant bad debt, significant pension cost increases, pollution remediation, significant loss or settlement payment from litigation.
  - Major Maintenance project necessary for preservation of existing revenue stream or prior capital investment.
  - Unforeseen need to comply with current regulatory requirement or legal mandate.
  - District's need to replenish operating reserves when reserves go below the current policy.
- D. Service levels may be adjusted in the event of exogenous shocks as a result of acts of nature and/or catastrophic events (e.g., storms, wildfires, and/or 9/11 type incidents).



- E. District and City shall have the option to re-evaluate service needs every three (3) years, as needed (i.e., substantial changes in service needs from increased activity resulting in negative impact to public safety or mutually determined unsatisfactory service conditions on tidelands, or a significant change in the non-taxpaying tidelands). If the need for re-evaluation is mutually determined by District and City, discussions may start on the third contract year and any decisions made may apply to the fourth contract year.
- F. Should service levels require adjustment, City shall provide to District a detailed summary of changes to service levels. Upon approval by District, the service level adjustment shall be incorporated as an amendment to the Agreement.

2. **TERM OF AGREEMENT:** This Agreement covers services rendered from July 1, 2012 through June 30, 2021, subject to earlier termination as provided herein.

3. **COMPENSATION:**

- A. In consideration of the foregoing performances by the City, District shall pay City an amount not to exceed the baseline rate **\$900,578.42** for Fiscal Year 12/13 for services contained in the Statement of Services, referenced as Attachment A. Compensation for Fiscal Year 13/14 through Fiscal Year 20/21 shall be calculated on an annual escalation based on San Diego County Consumer Price Index (CPI), except for years when the District's actual percentage increase in operating revenue<sup>1</sup> is less than the CPI. CPI will be based on the index change from the prior calendar year.

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<sup>1</sup> The operating revenues used in this formula include certain exclusions, such as pass through revenues, restricted revenues, significant one-time revenue increases or decreases, and any significant unforeseen substantial expenses greater than \$500,000 in the aggregate (e.g., loss or settlement payment from litigation, any unforeseen equipment breakdown like HVAC).

- B. If the District's operating revenue growth is less than the CPI, the compensation shall be adjusted based on the District's financial performance and service level shall be reduced accordingly in collaboration with City. District shall provide the City the prior fiscal year's revenue growth no later than December 31 of the following fiscal year.

*Example: FY13/14 revenue growth will be calculated after the fiscal year has ended on June 30, 2014 and the financial reports are completed. No later than December 2014, the District will provide the compensation adjustment to the City to coincide with the preparation of the city's FY 15/16 budget. The adjustment will be effective for the FY15/16 compensation.*

- C. Yearly escalation based on CPI shall not exceed 4%.

*Example:*

*CPI 2012= 4.5%*

*District's Revenue Growth FY 13/14= 5%*

*Escalation will be capped at 4%.*

- D. If the District's operating revenue growth is negative, adjustment may not be lower than -4%.

*Example:*

*CPI 2012= 3%*

*District's Revenue Growth FY 13/14 = -6%*

*Adjustment will be -4%*

- E. City shall submit written requests for reimbursement to District for equal quarterly payments under this Agreement. Written requests shall be submitted on a quarterly basis, at the end of each fiscal quarter. District agrees to make reimbursement payments to the City within thirty (30) days of receipt of a properly prepared request for reimbursement.

For as-needed services, invoices shall be submitted within (5) business days of completion of work. For all other services, the City shall submit quarterly invoices by the 7th working day after the end of the quarter. Payment will be made to City within 30 days after receipt by District of a properly submitted invoice.

F. Additional Services; Task Authorizations

Additional services may be required for the completion of the services specified in this Agreement. For performance of Additional Services, District shall compensate City based on Attachment A, Statement of Services. With Additional Services the maximum amount of this agreement shall not exceed \$900,578.42. If Additional Services are required, they shall be undertaken by City only upon issuance of a Task Authorization (TA), Exhibit C, attached hereto and incorporated herein, for said services.

An estimate of the level of effort shall be submitted to the District and negotiated for each Task Authorization. Pricing of each Task Authorization shall be governed by the cost and pricing information attached hereto and made a part of this Agreement as Attachment A, Statement of Services.

A Task Authorization shall not be considered effective until the Task Authorization form has been signed by District.

City shall bill for Additional Services in accordance with the terms of payment, including the documentation required in this Agreement. In addition, invoices for Additional Services shall cite the appropriate Task Authorization (TA) number.

4. **RECORDS:** In accordance with generally accepted accounting principles, City shall maintain full and complete documentation of the cost of services performed

under this Agreement. Such documentation, if reasonably available and prepared and maintained in the regular course of business, may include time cards, contracts, receipts, original invoices, canceled checks, payroll documentation, calls for service records, dispatch records, police and fire budget data, other budget data used to calculate citywide overhead factors, and periodic logs maintained by police and fire staff. Such records shall be open to inspection of District at all reasonable times in the City of Imperial Beach and such records shall be maintained in accordance with applicable laws and policies of the State of California and City of Imperial Beach related to records retention. Generally, all records set forth herein shall be maintained for at least three (3) years from the date of termination of this Agreement.

If City is notified by District of a dispute, claim, litigation, or appeal arising from this Agreement, City shall maintain applicable and material records for a period of three (3) years after notification of the dispute, claim, litigation, or appeal, or until the dispute, appeal, litigation or claim has been finally resolved or adjudicated, whichever is later.

City understands and agrees that District, at all times under this Agreement, has the right to audit financial or other records, which City has prepared or which relate to the work which City is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. City shall provide District at City's expense a copy of all such records within ten (10) working days of a written request by District, unless the requested records are voluminous in nature. In that case, City may extend the time to respond to a request for records, as provided by the California Public Records Act, set forth in the California Government Code, and incorporated herein as controlling authority related to records disclosure. District's right to records shall also include inspection at reasonable times at the City's office or facilities, which are engaged in the performance of services pursuant to this Agreement. City shall, at no cost to District furnish reasonable facilities and assistance for such review and audit.

5. **COMPLIANCE:** In performance of this Agreement, City shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. City shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable. City shall comply with all applicable federal, state and local law, as well as any applicable District codes and policies in effect now.
6. **INDEPENDENT ANALYSIS:** City shall provide the services required by this Agreement, independent of the control and direction of District, other than normal contract monitoring provided, however, City shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.
7. **ASSIGNMENT:** City shall not assign this Agreement or any right or interest hereunder without express prior written consent of District, nor shall District assign this Agreement or any right or interest hereunder without express prior written consent of City.
8. **MUTUAL INDEMNIFICATION**
  - A. City agrees to defend, indemnify and hold the District harmless against and from any and all damages to property or injuries to or death of any person or persons, including employees or agents of the District, and shall defend, indemnify and hold harmless the District, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of the negligent or intentional acts, errors

or omissions of the City or any of its officers, agents or employees, unless otherwise agreed to in writing by City and District.

- B. District agrees to defend, indemnify and hold the City harmless against and from any and all damages to property or injuries to or death of any person or persons, including employees or agents of the City, and shall defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of the negligent or intentional acts, errors, or omissions of the District or any of its officers, agents or employees, unless otherwise agreed to in writing by District and City.

## **9. INSURANCE REQUIREMENTS:**

- A. City and District shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

- (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

- (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.

- (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit D, Certificate of Insurance, attached hereto and incorporated herein).
  - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
  - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

- (4) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.
- B. Certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies shall be provided by City and District to the other party. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit D and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. City shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.
- C. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- D. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on City. Each party reserves the right to obtain complete copies of any of the insurance policies required herein.



10. **INDEPENDENT CONTRACTOR:** City and any agent or employee of City shall act in an independent capacity and not as officers or employees of District. The District assumes no responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the City. City shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. City acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. City disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
11. **ADVICE OF COUNSEL:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
12. **INDEPENDENT REVIEW:** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
13. **INTEGRATION AND MODIFICATION:** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations,

discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

- 14. TERMINATION:** In addition to any other rights and remedies allowed by law, either party may terminate this Agreement at the end of a service year with or without cause by giving at least six (6) months written notice prior to the start of the next year of service to the other parties of such termination and specifying the effective date thereof.

In that event, all finished or unfinished documents and other materials, in possession of City that are the property of District, at the option of District, shall be delivered by City to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee hereunder by City other than the fees earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

- 15. DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen.

Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

16. **PAYMENT BY DISTRICT:** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the City, made an exhaustive inspection to check the quality or quantity of the services performed by the City, made an examination to ascertain how or for what purpose the City has used money previously paid on account by the District, or constitute a waiver of claims against the City by the District.
17. **CAPTIONS:** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
18. **SIGNATURE:** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by the City Mayor or Authorized Designee of the City.

- A. City shall submit all correspondence regarding this Agreement to the following District representative:

Administrative Supervisor  
General Services and Procurement Department  
San Diego Unified Port District  
1400 Tidelands Ave.  
National City, CA 91950  
Tel. 619-686-6321  
Fax 619-531-7983


- B. District shall submit all correspondence regarding this Agreement to the following City representative:

Gary Brown, City Manager  
City of Imperial Beach  
825 Imperial Beach Boulevard  
Imperial Beach, CA 91932  
Tel. 619-423-8303  
Fax 619-628-1395  
Email: [ibcmanager@cityofib.org](mailto:ibcmanager@cityofib.org)

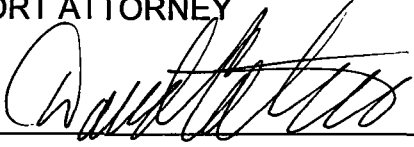
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- C. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated representative.

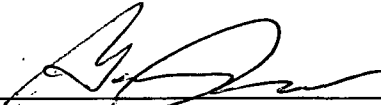
**SAN DIEGO UNIFIED PORT DISTRICT**

  
Wayne Darbeau  
President/CEO

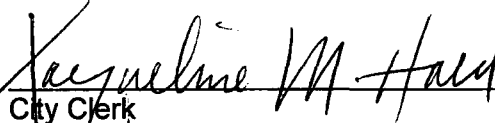
**PORT ATTORNEY**

  
DEPUTY PORT ATTORNEY

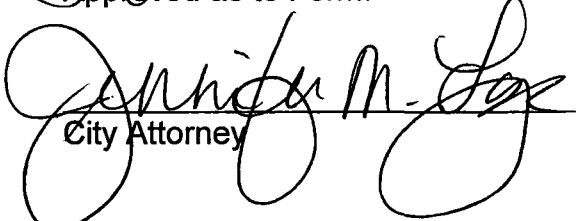
**CITY OF IMPERIAL BEACH**

  
Gary Brown  
City Manager

**Attest:**

  
City Clerk

**Approved as to Form:**

  
City Attorney

## ATTACHMENT A

### STATEMENT OF SERVICES CITY OF IMPERIAL BEACH TIDELANDS MAINTENANCE SERVICES

	Imperial Beach Pier	\$	145,713.52
	Dunes Park	\$	143,581.63
	Mel Portwood Plaza	\$	232,104.31
	Beach Area	\$	156,111.98
	Parking Lots	\$	90,711.49
	Street Ends	\$	88,855.49
<b>As-Needed Maintenance</b>			
A. Pest Control Management Services	NTE	\$	3,500.00
B. Painting	NTE	\$	20,000.00
<b>Allowances</b>			
A. Fuel	NTE	\$	20,000.00
<b>Total (Period One)</b>		<b>\$</b>	<b>900,578.42</b>

## I. General Information

City agrees to furnish all labor, equipment and materials to perform all the work required for tidelands maintenance services, as requested by district and in accordance with this statement of services.

- A. The City of Imperial Beach (City) shall provide maintenance services of District Tidelands property within the City of Imperial Beach, as follows:

a.	Beach front	
b.	Mel Portwood Plaza	All improvements except the three store fronts and Plaza artwork (seatwall)
c.	Imperial Beach Pier	Including lifeguard tower (exterior) and restrooms
d.	Dunes Park	
e.	(12) Street Ends	Carnation Ave, Palm Ave, Dahlia Ave, Date Ave, Elm Ave, Elder Ave, Elkwood Ave, Ebony Ave, Admiralty Ave, Descanso Ave, Encanto Ave and Imperial Beach Blvd except art sculptures
f.	(2) Parking Lots	Palm and Elkwood

- B. Services shall include general maintenance tasks for trash collection, sand and street sweeping, graffiti removal, electrical/lighting, utilities, signage, fences/gates, restrooms, beach, lifeguard towers, plaza maintenance, pier maintenance, sports/stage/amphitheater facilities, playground/picnic areas, parking lot pay boxes, planted areas, turf maintenance, tree trimming, irrigation systems, handrails, dead animal removal and painting. The City shall provide pest control management services on District properties and open spaces along the Tidelands.
- C. The City shall provide all labor, supervision, materials, equipment and incidentals required to perform specified services. Full compensation for all labor, supervision, materials, equipment and incidentals shall be included in the prices paid for various Agreement items of specified work. No other compensation will be allowed.

- D. The City shall move, cover or protect any structures or equipment that may be damaged during maintenance and service operations. The City shall remove from Tidelands all surplus materials, tools, equipment, and coverings upon completion of work. At the District's discretion, the District shall have the option to supply or retain all repair parts and materials. For work performed by the City, the City shall not permit debris and/or waste materials generated from any operations to enter into storm water conveyance system. For these City costs, the City shall remove and dispose of debris outside of Tidelands and clean the job site daily.
- E. The District will retain responsibility for asphalt maintenance and for minor concrete maintenance and repairs on sidewalks and curbs. The District will compensate the City for fuel costs for maintenance services as substantiated by the City of Imperial Beach's fuel records.
- F. Quarterly inspections of District Tidelands facilities and locations in the City of Imperial Beach shall be conducted by District Representative. The District Representative will note maintenance deficiencies which will be sent to the City of Imperial Beach Public Works Representative(s) within two (2) business days of the quarterly inspection. The City of Imperial Beach Public Works Representative(s) will have three (3) business days to correct the noted maintenance deficiencies for small items and will have seven (7) business days to correct the noted maintenance deficiencies for large items. If the materials for corrections are not in stock and need to be ordered, the City of Imperial Beach Public Works Representative(s) must notify the District Representative in writing and shall provide the estimated arrival date of the materials. Once the necessary maintenance corrections are made by the City of Imperial Beach, the City of Imperial Beach Public Works Representative(s) shall submit a written update of the corrections made.
- G. Within five (5) working days after each quarterly inspection, the District Representative shall forward a report of findings to the City of Imperial Beach Public Works Director and the Port of San Diego Director of General Services and Procurement outlining the overall condition of the City maintained facilities and any corrective actions necessary.
- H. The District shall retain responsibility for the preservation and maintenance of all public art works installed on Tidelands property within the City of Imperial Beach. Public art shall be designated by the Port's Public Art Curator as an exhibit to this agreement (Exhibit B).



- I. The City shall perform all services listed below on District Tidelands facilities and properties within the City of Imperial Beach.

### **General Maintenance Services by Facility/Location**

#### **PIER**

- A. Pier Maintenance- Services shall include daily inspection of railing, planking, bolts, fasteners, hardware, and metal bracing and painting of warning markings on the wood rails. City shall ensure pier is free from trip hazards and loose items and shall maintain as needed. Railing and planking inspection shall be performed daily. All railing bolts, hardware and metal bracing shall be inspected semi-annually and the City shall report necessary maintenance to the District Representative. Maintenance painting of warning markings on the wood rails shall be done annually. City shall limit equipment and vehicle access according to weight limits.
- B. Power Washing- City shall power wash restaurant area decking bi-weekly, and pier decking quarterly.
- C. Restroom Maintenance- Services shall include maintenance, restocking, and cleaning of public restrooms, showers, ceramic tiles and drinking fountains. All foreign matter shall be removed including excrement and dirt from walls, interior floors, ceilings, partitions, equipment, ceramic tiles and fixtures. Floors shall be swept clean of all loose and foreign matter. Floors shall be mopped dry, leaving no puddles, wet, or slippery conditions. Stains not removed by wet mopping shall be scrubbed. Washbasins and drinking fountains shall be scoured using a cleanser and wiped down with a damp cloth. Mirrors shall be cleaned and polished. Outside shower walls, shower floors, and fixtures shall be cleaned and sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinals, and fixtures shall be thoroughly scoured. All uratic buildup in and around toilets and urinals shall be removed. Toilet stalls, doors, partitions, and handrails shall be cleaned and wiped down with a damp cloth or refurbished. Toilet tissue and dispenser shall be fully stocked in each stall daily. Vandalized or unusable rolls of tissue shall be removed and replaced. Floor drains shall be flushed with fresh water, and checked for proper operating conditions. The City shall clean the public restrooms, showers, and drinking fountains twice a day 7 days a week, 365 days per year, once between the hours of 7:00 am – 10:00 am and then again

between the hours of 2:00 pm – 5:00 pm. During special events, and from Memorial Day weekend through Labor Day weekend, the City shall service restrooms as needed to keep District facilities clean and stocked.

- D. Trash Collection- District facilities and properties are to be kept clean and free of all litter and debris. Services shall include removal of trash and debris from all District properties and facilities to keep them free of trash and litter. The City shall empty trash containers and change liners twice daily, 7 days a week, 365 days per year, once between the hours of 7:00 am – 10:00 am and then again between the hours of 2:00 pm – 5:00 pm.
- E. Graffiti Removal- Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- F. Electrical and Lighting- Services shall include maintenance and replacement of worn or damaged electrical fixtures to include hand dryers, irrigation controllers, in-ground lighting, walkway lighting, and lighting fixtures, ballasts, lenses, outlets, and service covers on light poles. All electrical and lighting fixtures shall be inspected and tested monthly and re-lamped, maintained, or replaced as required for safe operation. Damaged light poles shall be reported to the Port's General Services Department upon discovery for assessment and repair or replacement as determined by the Port.
- G. Utility Maintenance- Services shall include monthly maintenance of sewer laterals, potable water supply lines from fixture to utility main and includes; fixtures, laterals, supply lines, cleanouts, valves, and pressure regulators. The City shall insure fixtures will be maintained in rust-free condition. The City shall rebuild flush valves and Chicago brand self-closing valves annually. Valves that are beyond the City's capability to rebuild shall be reported to the Port for repair or replacement by Port plumbing staff. The District shall be responsible for maintenance and repair of sewer mains, potable water mains, fire supply lines, and backflow preventers including their annual certifications. The District shall provide services for emergencies related to jetting and maintenance of the sewer line at the pier. The City shall notify the District Representative immediately once blockages are found at the lift stations or sewer main.

- H. Signage Maintenance- Services shall include inspection, cleaning, service, repair, maintenance and replacement of worn or damage signage. All signage shall be inspected monthly, cleaned and maintained.
- I. Fence and Gate Maintenance- Services shall include quarterly maintenance of fences, gates, barriers and the maintenance of locks, doors and associated hardware. All fencing, gate and barriers shall be inspected for operation and safe condition quarterly.

### **DUNES PARK**

- A. Trash Collection- District facilities and properties are to be kept clean and free of all litter and debris. Services shall include removal of trash and debris from all District properties and facilities to keep them free of trash and litter. The City shall empty trash containers and change liners twice daily, 7 days a week, 365 days per year, once between the hours of 7:00 am – 10:00 am and then again between the hours of 2:00 pm – 5:00 pm.
- B. Sweeping (Sand Removal) - The City shall provide sand removal services to remove accumulated sand from street ends and tracked sand from beachfront areas. Sand shall be removed by sweeping, blowing, or other means on a daily basis. Accumulated sand shall be placed on the beach or beach access points.
- C. Graffiti Removal- Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- D. Electrical and Lighting- Services shall include maintenance and replacement of worn or damaged electrical fixtures to include hand dryers, irrigation controllers, in-ground lighting, walkway lighting, and lighting fixtures, ballasts, lenses, outlets, and service covers on light poles. All electrical and lighting fixtures shall be inspected and tested monthly and re-lamped, maintained, or replaced as required for safe operation. Damaged light poles shall be reported to the Port's General Services Department upon discovery for assessment and repair or replacement as determined by the Port.
- E. Utility Maintenance- Services shall include monthly maintenance of sewer laterals, potable water supply lines from fixture to utility main and includes; fixtures, laterals, supply lines,

cleanouts, valves, and pressure regulators. The City shall insure fixtures will be maintained in rust-free condition. The City shall rebuild flush valves and Chicago brand self-closing valves annually. Valves that are beyond the City's capability to rebuild shall be reported to the Port for repair or replacement by Port plumbing staff. The District shall be responsible for maintenance and repair of sewer mains, potable water mains, fire supply lines, and backflow preventers including their annual certifications. The District shall provide services for emergencies related to jetting and maintenance of the sewer line at the pier. The City shall notify the District Representative immediately once blockages are found at the lift stations or sewer main.

- F. Signage Maintenance- Services shall include inspection, cleaning, service, repair, maintenance and replacement of worn or damage signage. All signage shall be inspected monthly, cleaned and maintained.
- G. Fence and Gate Maintenance- Services shall include quarterly maintenance of fences, gates, barriers and the maintenance of locks, doors and associated hardware. All fencing, gate and barriers shall be inspected for operation and safe condition quarterly.
- H. Restroom Maintenance- Services shall include maintenance, restocking, and cleaning of public restrooms, showers, ceramic tiles and drinking fountains. All foreign matter shall be removed including excrement and dirt from walls, interior floors, ceilings, partitions, equipment, ceramic tiles and fixtures. Floors shall be swept clean of all loose and foreign matter. Floors shall be mopped dry, leaving no puddles, wet, or slippery conditions. Stains not removed by wet mopping shall be scrubbed. Washbasins and drinking fountains shall be scoured using a cleanser and wiped down with a damp cloth. Mirrors shall be cleaned and polished. Outside shower walls, shower floors, and fixtures shall be cleaned and sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinals, and fixtures shall be thoroughly scoured. All uratic buildup in and around toilets and urinals shall be removed. Toilet stalls, doors, partitions, and handrails shall be cleaned and wiped down with a damp cloth or refurbished. Toilet tissue and dispenser shall be fully stocked in each stall daily. Vandalized or unusable rolls of tissue shall be removed and replaced. Floor drains shall be flushed with fresh water, and checked for proper operating conditions. The City shall clean the public restrooms, showers, and drinking fountains twice a day 7 days a week, 365 days per year, once between the hours of 7:00 am – 10:00 am and then again between the hours of 2:00 pm – 5:00 pm. During special events, and from Memorial Day

weekend through Labor Day weekend, the City shall service restrooms as needed to keep District facilities clean and stocked.

- I. Amphitheater Maintenance- Services shall include maintenance and service of sports, stage and amphitheater facilities. The City shall clean, remove and power wash unwanted substances from surface areas, seats, and courts weekly. Sporting facilities, including basketball backboards, posts, and nets shall be inspected quarterly and maintained as needed for safe operation.
- J. Playground/Picnic Area Maintenance- Services shall include inspection and maintenance of all picnic tables and benches, and platforms weekly. The City shall also conduct general daily playground inspections, perform detailed monthly playground inspections, and provide maintenance services as needed for safe operation. The City shall maintain a log of inspection reports for playground equipment for auditing purposes. All equipment shall be maintained as needed for safe operation. Benches, patio, and playground areas shall be power washed bi-weekly. All trellises shall be inspected and painted annually.
- K. Planted Areas Maintenance- Services shall include irrigation, removal and replanting of dead or diseased shrubs with "in-kind" replacements as approved by the District Representative prior to their replacement. The City shall remove plants and shrubs that are damaged as a result of public use or access with "in kind" replacements on a discretionary basis. All ground cover shall be pruned and trimmed quarterly. Fertilization of shrubs and ground cover including treating for diseases, weeds, and insects shall be performed semi-annually. Item includes weekly weed removal, mowing, edging/trimming and annual turf thatching and aeration.
- L. Tree Trimming- Services shall include pruning of all trees. Pruning of trees shall be performed in accordance to the American National Standard Institute (ANSI) standards. All work shall be performed annually. The City shall perform clean up and disposal of tree pruning and other ancillary items. Pruning of trees shall be performed under the recommendations of a certified arborist. Dead, grossly deformed, or damaged trees, by reason of the City's operation or negligence, shall be removed and replaced at no additional cost to the District. All replacement tree specimens shall be approved by the District Representative prior to their replanting.

- M. Irrigation Maintenance- Services shall include inspection and maintenance of mainlines, laterals, valves, valve boxes, sprinkler heads, controllers, and water pressure regulators. All leaking and defective irrigation valves and sprinkler heads shall be repaired within 24 hours of notification or observation. Irrigation system performance shall be inspected for spray pattern adjustments, clogging, and damage to sprinklers weekly. The City shall test, adjust or maintain irrigation water pressure levels of 60-80 psi including controllers, valves, valve boxes, sprinkler heads, laterals, mainlines and water pressure regulators monthly.
- N. Handrails- Services include the removal of rust, cleaning and polishing all Handrails quarterly.

### **MEL PORTWOOD PLAZA**

- A. Trash Collection- District facilities and properties are to be kept clean and free of all litter and debris. Services shall include removal of trash and debris from all District properties and facilities to keep them free of trash and litter. The City shall empty trash containers and change liners twice daily, 7 days a week, 365 days per year, once between the hours of 7:00 am – 10:00 am and then again between the hours of 2:00 pm – 5:00 pm.
- B. Sweeping (Sand Removal) - The City shall provide sand removal services to remove accumulated sand from street ends and tracked sand from beachfront areas. Sand shall be removed by sweeping, blowing, or other means on a daily basis. Accumulated sand shall be placed on the beach or beach access points.
- C. Graffiti Removal- Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- D. Electrical and Lighting- Services shall include maintenance and replacement of worn or damaged electrical fixtures to include hand dryers, irrigation controllers, in-ground lighting, walkway lighting, and lighting fixtures, ballasts, lenses, outlets, and service covers on light poles. All electrical and lighting fixtures shall be inspected and tested monthly and re-lamped, maintained, or replaced as required for safe operation. Damaged light poles shall be reported to the Port's General Services Department upon discovery for assessment and repair or replacement as determined by the Port.

- E. **Utility Maintenance-** Services shall include monthly maintenance of sewer laterals, potable water supply lines from fixture to utility main and includes; fixtures, laterals, supply lines, cleanouts, valves, and pressure regulators. The City shall insure fixtures will be maintained in rust-free condition. The City shall rebuild flush valves and Chicago brand self-closing valves annually. Valves that are beyond the City's capability to rebuild shall be reported to the Port for repair or replacement by Port plumbing staff. The District shall be responsible for maintenance and repair of sewer mains, potable water mains, fire supply lines, and backflow preventers including their annual certifications. The District shall provide services for emergencies related to jetting and maintenance of the sewer line at the pier. The City shall notify the District Representative immediately once blockages are found at the lift stations or sewer main.
- F. **Signage Maintenance-** Services shall include inspection, cleaning, service, repair, maintenance and replacement of worn or damage signage. All signage shall be inspected monthly, cleaned and maintained.
- G. **Restroom Maintenance-** Services shall include maintenance, restocking, and cleaning of public restrooms, showers, ceramic tiles and drinking fountains. All foreign matter shall be removed including excrement and dirt from walls, interior floors, ceilings, partitions, equipment, ceramic tiles and fixtures. Floors shall be swept clean of all loose and foreign matter. Floors shall be mopped dry, leaving no puddles, wet, or slippery conditions. Stains not removed by wet mopping shall be scrubbed. Washbasins and drinking fountains shall be scoured using a cleanser and wiped down with a damp cloth. Mirrors shall be cleaned and polished. Outside shower walls, shower floors, and fixtures shall be cleaned and sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinals, and fixtures shall be thoroughly scoured. All uratic buildup in and around toilets and urinals shall be removed. Toilet stalls, doors, partitions, and handrails shall be cleaned and wiped down with a damp cloth or refurbished. Toilet tissue and dispenser shall be fully stocked in each stall daily. Vandalized or unusable rolls of tissue shall be removed and replaced. Floor drains shall be flushed with fresh water, and checked for proper operating conditions. The City shall clean the public restrooms, showers, and drinking fountains twice a day 7 days a week, 365 days per year, once between the hours of 7:00 am – 10:00 am and then again between the hours of 2:00 pm – 5:00 pm. During special events, and from Memorial Day

weekend through Labor Day weekend, the City shall service restrooms as needed to keep District facilities clean and stocked.

- H. Plaza Maintenance- Services shall include weekly inspection and maintenance of all hardscape areas, including concrete walls, removal of bird droppings, gum and wax, power washing of concrete flat work and paver block areas, sand removal and inspection. Concrete areas and trash enclosures shall be power washed weekly to remove bird droppings, gum, and wax. Ceramic tiles shall be inspected weekly. Damaged or missing ceramic tiles shall be reported to the Port representative for replacement.
- I. Playground/Picnic Area Maintenance- Services shall include inspection and maintenance of all picnic tables and benches, and platforms weekly. The City shall also conduct general daily playground inspections, perform detailed monthly playground inspections, and provide maintenance services as needed for safe operation. The City shall maintain a log of inspection reports for playground equipment for auditing purposes. All equipment shall be maintained as needed for safe operation. Benches, patio, and playground areas shall be power washed bi-weekly. All trellises shall be inspected and painted annually.
- J. Planted Areas Maintenance- Services shall include irrigation, removal and replanting of dead or diseased shrubs with "in-kind" replacements as approved by the District Representative prior to their replacement. The City shall remove plants and shrubs that are damaged as a result of public use or access with "in kind" replacements on a discretionary basis. All ground cover shall be pruned and trimmed quarterly. Fertilization of shrubs and ground cover including treating for diseases, weeds, and insects shall be performed semi-annually. Item includes weekly weed removal, mowing, edging/trimming and annual turf thatching and aeration.
- K. Tree Trimming- Services shall include pruning of all trees. Pruning of trees shall be performed in accordance to the American National Standard Institute (ANSI) standards. All work shall be performed annually. The City shall perform clean up and disposal of tree pruning and other ancillary items. Pruning of trees shall be performed under the recommendations of a certified arborist. Dead, grossly deformed, or damaged trees, by reason of the City's operation or negligence, shall be removed and replaced at no additional cost to the District. All replacement tree specimens shall be approved by the District Representative prior to their replanting.



- L. Irrigation Maintenance- Services shall include inspection and maintenance of mainlines, laterals, valves, valve boxes, sprinkler heads, controllers, and water pressure regulators. All leaking and defective irrigation valves and sprinkler heads shall be repaired within 24 hours of notification or observation. Irrigation system performance shall be inspected for spray pattern adjustments, clogging, and damage to sprinklers weekly. The City shall test, adjust or maintain irrigation water pressure levels of 60-80 psi including controllers, valves, valve boxes, sprinkler heads, laterals, mainlines and water pressure regulators monthly.
- M. Fence and Gate Maintenance- Services shall include quarterly maintenance of fences, gates, barriers and the maintenance of locks, doors and associated hardware. All fencing, gate and barriers shall be inspected for operation and safe condition quarterly.
- N. Handrails- Services include the removal of rust, cleaning and polishing all Handrails quarterly.

#### **BEACH AREA**

- A. Trash Collection- District facilities and properties are to be kept clean and free of all litter and debris. Services shall include removal of trash and debris from all District properties and facilities to keep them free of trash and litter. The City shall empty trash containers and change liners twice daily, 7 days a week, 365 days per year, once between the hours of 7:00 am – 10:00 am and then again between the hours of 2:00 pm – 5:00 pm.
- B. Sweeping (Sand Removal) - City shall provide sand removal services to remove accumulated sand from street ends and tracked sand from beachfront areas. Sand shall be removed by sweeping, blowing, or other means on a daily basis. Accumulated sand shall be placed on the beach or beach access points.
- C. Graffiti Removal- Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- D. Beach Area Maintenance- Beach area includes 300 feet south of the most southern end of Seacoast Drive and North to Carnation Avenue. The City shall inspect beaches for

seaweed, dead sea animals, large debris, wood, or metal on a daily basis. Large debris, wood or metal shall be collected and disposed of as necessary. Seaweed shall be collected and disposed of on an average of twice weekly. Dead sea animals shall be removed within 24 hours of discovery.

- E. Lifeguard Tower Maintenance- Services shall include quarterly inspection and basic maintenance of all towers. The City shall polish and clean stainless steel and fiberglass prior to placement of towers on the beach and after removal of the towers from the beach. The City shall install or remove portable lifeguard towers for safe lifeguard operations.

### **PARKING LOTS**

- A. Trash Collection- District facilities and properties are to be kept clean and free of all litter and debris. Services shall include removal of trash and debris from all District properties and facilities to keep them free of trash and litter. The City shall empty trash containers and change liners twice daily, 7 days a week, 365 days per year, once between the hours of 7:00 am – 10:00 am and then again between the hours of 2:00 pm – 5:00 pm.
- B. Sweeping (Sand Removal) - The City shall provide sand removal services to remove accumulated sand from street ends and tracked sand from beachfront areas. Sand shall be removed by sweeping, blowing, or other means on a daily basis. Accumulated sand shall be placed on the beach or beach access points.
- C. Sweeping (Street) - Services shall include hand or mechanical sweeping and removal of debris. The City shall sweep all parking lots and street ends, and dispose of all collected debris. The City shall sweep all areas weekly.
- D. Graffiti Removal- Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- E. Electrical and Lighting- Services shall include maintenance and replacement of worn or damaged electrical fixtures to include hand dryers, irrigation controllers, in-ground lighting, walkway lighting, and lighting fixtures, ballasts, lenses, outlets, and service covers on light poles. All electrical and lighting fixtures shall be inspected and tested monthly and re-lamped, maintained, or replaced as required for safe operation. Damaged light poles shall

be reported to the Port's General Services Department upon discovery for assessment and repair or replacement as determined by the Port.

- F. Signage Maintenance- Services shall include inspection, cleaning, service, repair, maintenance and replacement of worn or damage signage. All signage shall be inspected monthly, cleaned and maintained.
- G. Fence and Gate Maintenance- Services shall include quarterly maintenance of fences, gates, barriers and the maintenance of locks, doors and associated hardware. All fencing, gate and barriers shall be inspected for operation and safe condition quarterly.
- H. Parking Lot Maintenance (including pay boxes) - Pay boxes and stands shall be inspected on a quarterly basis and refurbished bi-annually.
- I. Planted Areas Maintenance- Services shall include irrigation, removal and replanting of dead or diseased shrubs with "in-kind" replacements as approved by the District Representative prior to their replacement. The City shall remove plants and shrubs that are damaged as a result of public use or access with "in kind" replacements on a discretionary basis. Weeding, mowing, edging/trimming shall be done weekly. Lawns shall be mowed to ½" high. All ground cover shall be pruned and trimmed quarterly. Fertilization of shrubs and ground cover including treating for diseases, weeds, and insects shall be performed semi-annually.
- J. Tree Trimming- Services shall include pruning of all trees. Pruning of trees shall be performed in accordance to the American National Standard Institute (ANSI) standards. All work shall be performed annually. The City shall perform clean up and disposal of tree pruning and other ancillary items. Pruning of trees shall be performed under the recommendations of a certified arborist. Dead, grossly deformed, or damaged trees, by reason of the City's operation or negligence, shall be removed and replaced at no additional cost to the District. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
- K. Irrigation Maintenance- Services shall include inspection and maintenance of mainlines, laterals, valves, valve boxes, sprinkler heads, controllers, and water pressure regulators. All leaking and defective irrigation valves and sprinkler heads shall be repaired within 24 hours of notification or observation. Irrigation system performance shall be inspected for spray pattern adjustments, clogging, and damage to sprinklers weekly. The City shall test, adjust

or maintain irrigation water pressure levels of 60-80 psi including controllers, valves, valve boxes, sprinkler heads, laterals, mainlines and water pressure regulators monthly.

- L. Handrails- Services include the removal of rust, cleaning and polishing all Handrails quarterly.

### **STREET ENDS**

- A. Trash Collection- District facilities and properties are to be kept clean and free of all litter and debris. Services shall include removal of trash and debris from all District properties and facilities to keep them free of trash and litter. The City shall empty trash containers and change liners twice daily, 7 days a week, 365 days per year, once between the hours of 7:00 am – 10:00 am and then again between the hours of 2:00 pm – 5:00 pm.
- B. Sweeping (Sand Removal) - The City shall provide sand removal services to remove accumulated sand from street ends and tracked sand from beachfront areas. Sand shall be removed by sweeping, blowing, or other means on a daily basis. Accumulated sand shall be placed on the beach or beach access points.
- C. Sweeping (Street) - Services shall include hand or mechanical sweeping and removal of debris. The City shall sweep all street ends, and dispose of all collected debris. The City shall sweep all areas weekly.
- D. Graffiti Removal- Services shall include graffiti removal using one of the three approved methods: 1) chemical cleaning, 2) power-washing, or 3) painting. The City shall move, cover or protect adjacent surfaces, structures or equipment that may be damaged during graffiti removal. All graffiti shall be inspected daily and removed within 48 hours.
- E. Electrical and Lighting- Services shall include maintenance and replacement of worn or damaged electrical fixtures to include hand dryers, irrigation controllers, in-ground lighting, walkway lighting, and lighting fixtures, ballasts, lenses, outlets, and service covers on light poles. All electrical and lighting fixtures shall be inspected and tested monthly and re-lamped, maintained, or replaced as required for safe operation. Damaged light poles shall be reported to the Port's General Services Department upon discovery for assessment and repair or replacement as determined by the Port.

- F. Signage Maintenance- Services shall include inspection, cleaning, service, repair, maintenance and replacement of worn or damage signage. All signage shall be inspected monthly, cleaned and maintained.
- G. Fence and Gate Maintenance- Services shall include quarterly maintenance of fences, gates, barriers and the maintenance of locks, doors and associated hardware. All fencing, gate and barriers shall be inspected for operation and safe condition quarterly.
- H. Planted Areas Maintenance- Services shall include irrigation, removal and replanting of dead or diseased shrubs with "in-kind" replacements as approved by the District Representative prior to their replacement. The City shall remove plants and shrubs that are damaged as a result of public use or access with "in kind" replacements on a discretionary basis. Weeding, mowing, edging/trimming shall be done weekly. Lawns shall be mowed to ½" high. All ground cover shall be pruned and trimmed quarterly. Fertilization of shrubs and ground cover including treating for diseases, weeds, and insects shall be performed semi-annually. Turf thatching and aeration shall be performed annually.
- I. Tree Trimming- Services shall include pruning of all trees. Pruning of trees shall be performed in accordance to the American National Standard Institute (ANSI) standards. All work shall be performed annually. The City shall perform clean up and disposal of tree pruning and other ancillary items. Pruning of trees shall be performed under the recommendations of a certified arborist. Dead, grossly deformed, or damaged trees, by reason of the City's operation or negligence, shall be removed and replaced at no additional cost to the District. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
- J. Irrigation Maintenance- Services shall include inspection and maintenance of mainlines, laterals, valves, valve boxes, sprinkler heads, controllers, and water pressure regulators. All leaking and defective irrigation valves and sprinkler heads shall be repaired within 24 hours of notification or observation. Irrigation system performance shall be inspected for spray pattern adjustments, clogging, and damage to sprinklers weekly. The City shall test, adjust or maintain irrigation water pressure levels of 60-80 psi including controllers, valves, valve boxes, sprinkler heads, laterals, mainlines and water pressure regulators monthly.
- K. Handrails- Services include the removal of rust, cleaning and polishing all handrails quarterly.

**II. Allowances**

- A. As part of Allowances, the District will compensate City for fuel costs for maintenance services as substantiated by the City of Imperial Beach's fuel records. Fuel records shall include the equipment type and number, vehicle number, mileage, fuel quantity, date, and fuel cost per gallon.

**III. Submittals**

- A. The City shall submit to the District Representative a copy of their Injury, Illness, and Prevention Plan and their Lockout / Tag-out Program within 10 calendar days prior to the commencement of work.
- B. The City shall furnish materials safety data sheet for all chemicals used on District properties.

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PIER					
Maintenance Function	Freq	Cost Per Occurrence	Number of Occurrences	IB Annual Costs	Description of Work & Frequency of Action
A. Pier Maintenance	Daily	\$ 174.14	365	\$ 63,561.10	Daily: Inspect railing and planking for trip hazard and/or loose items and repair planking.
	Semi-annually	\$ 174.14	2	\$ 348.28	Semi-annually: Inspect railing bolts, hardware and metal bracing. Report necessary maintenance to District Representative.
	Annually	\$ 174.14	1	\$ 174.14	Annually: Maintenance painting of warning markings on wood rails.
B. Power Washing	Bi-weekly	\$ 140.00	26	\$ 3,640.00	Bi-weekly: Power wash restaurant area decking.
	Bi-monthly	\$ 336.00	6	\$ 2,016.00	Bi-monthly: Power wash pier decking.
C. Restroom Maintenance	Twice Daily	\$ 46.51	730	\$ 33,952.30	Twice daily between the hours of 7:00 – 10:00 am and 2:00 – 5:00 pm., Sunday through Saturday, clean public restroom and drinking fountain, floors mopped dry, stains wet mop or scrubbed, sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinal and fixtures thoroughly scoured. Toilet stalls, doors, partitions, and handrails cleaned with damp cloth, mirrors cleaned and polished. Toilet tissue/dispenser fully stocked daily.
D. Trash Collection	Twice Daily	\$ 42.25	730	\$ 30,842.50	Empty trash containers and change liners twice daily between the hours of 7:00 - 10:00 am and 2:00 - 5:00 pm., Sunday through Saturday.

<b>Maintenance Function</b>	<b>Freq</b>	<b>Cost Per Occurrence</b>	<b>Number of Occurrences</b>	<b>IB Annual Costs</b>	<b>Description of Work &amp; Frequency of Action</b>
<b>E. Graffiti Removal</b>	Daily	\$ <u>3.27</u>	365	\$ <u>1,193.55</u>	Inspect graffiti daily and remove within 48 hours. Remove all graffiti from all surfaces by chemical cleaning, power washing or painting. Move, cover, or protect surfaces, equipment or structures during graffiti removal.
<b>F. Electrical &amp; Lighting</b>	Monthly	\$ <u>609.02</u>	12	\$ <u>7,308.24</u>	Visually inspect and test electrical fixtures, lighting fixtures/poles, ballasts, wall packs, ground lights, low level architectural lights (curb lights), outlets, repair, re-lamp, replace for safe operation.
<b>G. Utility Maintenance</b>	Monthly	\$ <u>11.72</u>	12	\$ <u>140.64</u>	<i>Monthly:</i> Inspect, maintain and repair of sewer laterals; potable water supply lines from fixtures to utility main includes fixtures, laterals, supply lines, cleanouts, valves pressure regulator. The City shall ensure fixtures will be maintained in a rust-free condition.
	Annually	\$ <u>833.33</u>	1	\$ <u>833.33</u>	<i>Annually:</i> rebuild of flush valves and Chicago brand self- closing valves.
<b>H. Signage Maintenance</b>	Monthly	\$ <u>97.78</u>	12	\$ <u>1,173.36</u>	Visually inspect, maintain, clean, repair, replace worn/damage signage.
<b>I. Fence and Gate Maintenance</b>	Quarterly	\$ <u>132.52</u>	4	\$ <u>530.08</u>	Inspect quarterly for operation and safe condition. Maintain/minor repair worn/damaged fences, gates and barriers, and the maintenance of locks, doors and associated hardware.



**DUNES PARK**

<u>Maintenance Function</u>	<u>Freq</u>	<u>Cost Per Occurrence</u>	<u>Number of Occurrences</u>	<u>IB Annual Costs</u>	<u>Description of Work &amp; Frequency of Action</u>
<b>A. Trash Collection</b>	Twice Daily	\$ <u>42.25</u>	730	\$ <u>30,842.50</u>	Empty trash containers and change liners twice daily between the hours of 7:00 - 10:00 am and 2:00 - 5:00 pm., Sunday through Saturday.
<b>B. Sweeping (Sand Removal)</b>	Daily	\$ <u>71.38</u>	365	\$ <u>26,053.70</u>	Sand shall be removed by sweeping, blowing or other means on a daily basis.
<b>C. Graffiti Removal</b>	Daily	\$ <u>3.27</u>	365	\$ <u>1,193.55</u>	Inspect graffiti daily and remove within 48 hours. Remove all graffiti from all surfaces by chemical cleaning, power washing or painting. Move, cover, or protect surfaces, equipment or structures during graffiti removal.
<b>D. Electrical &amp; Lighting</b>	Monthly	\$ <u>609.02</u>	12	\$ <u>7,308.24</u>	Visually inspect and test electrical fixtures, lighting fixtures/poles, ballasts, wall packs, ground lights, low level architectural lights (curb lights), outlets, repair, re-lamp, replace for safe operation.
<b>E. Utility Maintenance</b>	Monthly	\$ <u>11.72</u>	12	\$ <u>140.64</u>	<i>Monthly:</i> Inspect, maintain and repair of sewer laterals; potable water supply lines from fixtures to utility main includes fixtures, laterals, supply lines, cleanouts, valves pressure regulator. The City shall ensure fixtures will be maintained in a rust-free condition.  <i>Yearly:</i> rebuild of flush valves and Chicago brand self-closing valves.
	Yearly	\$ <u>833.33</u>	1	\$ <u>833.33</u>	
<b>F. Signage Maintenance</b>	Monthly	\$ <u>97.78</u>	12	\$ <u>1,173.36</u>	Visually inspect, maintain, clean, repair, replace worn/damage signage.

<u>Maintenance Function</u>	<u>Freq</u>	<u>Cost Per Occurrence</u>	<u>Number of Occurrences</u>	<u>IB Annual Costs</u>	<u>Description of Work &amp; Frequency of Action</u>
G. Fence and Gate Maintenance	Quarterly	\$ <u>132.52</u>	4	\$ <u>530.08</u>	Inspect quarterly for operation and safe condition. Maintain/minor repair worn/damaged fences, gates and barriers, and the maintenance of locks, doors and associated hardware.
H. Restroom Maintenance	Twice Daily	\$ <u>46.51</u>	730	\$ <u>33,952.30</u>	Twice daily between the hours of 7:00 – 10:00 am and 2:00 – 5:00 pm., Sunday through Saturday, clean public restroom and drinking fountain, floors mopped dry, stains wet mop or scrubbed, sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinal and fixtures thoroughly scoured. Toilet stalls, doors, partitions, and handrails cleaned with damp cloth, mirrors cleaned and polished. Toilet tissue/dispenser fully stocked daily.
I. Amphitheater Maintenance	Weekly	\$ <u>83.34</u>	52	\$ <u>4,333.68</u>	<i>Weekly:</i> Clean, remove and water wash unwanted substances from surface areas, seats and courts.
	Quarterly	\$ <u>83.34</u>	4	\$ <u>333.36</u>	<i>Quarterly:</i> Inspect basketball backboards, posts and nets, repair for safe operation.
J. Playground/Picnic Area Maintenance	Daily	\$ <u>26.13</u>	365	\$ <u>9,537.45</u>	<i>Daily:</i> Inspect and performance testing playground equipment. Report necessary maintenance or replacement items to District Representative.
	Weekly	\$ <u>26.13</u>	52	\$ <u>1,358.76</u>	<i>Weekly:</i> Inspect and repair picnic tables/benches/ platforms.
	Annually	\$ <u>1,370.00</u>	1	\$ <u>1,370.00</u>	<i>Annually:</i> Inspect and paint preserve all trellis.

<b>Maintenance Function</b>	<b>Freq</b>	<b>Cost Per Occurrence</b>	<b>Number of Occurrences</b>	<b>IB Annual Costs</b>	<b>Description of Work &amp; Frequency of Action</b>
<b>K. Planted Areas Maintenance</b>	Quarterly	\$ <u>2,169.73</u>	4	\$ <u>8,678.92</u>	<i>Quarterly:</i> Prune/trim ground cover. Item includes weekly weed removal, mowing, edging/trimming and annual turf thatching and aeration.
	Semi-Annually	\$ <u>4,683.31</u>	2	\$ <u>9,366.62</u>	<i>Semi-annually:</i> Fertilization of shrubs, ground cover; and turf for the treatment of disease, weeds and insects. Services shall include removal and replanting of dead or diseased shrubs with replacement in kind to be approved by the District Representative prior to their replacement.
<b>L. Tree Trimming</b>	Annually	\$ <u>1,823.66</u>	1	\$ <u>1,823.66</u>	Pruning of all trees shall be performed in accordance to ANSI standards. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
<b>M. Irrigation Maintenance</b>	Weekly	\$ <u>65.99</u>	52	\$ <u>3,431.48</u>	<i>Weekly:</i> Inspect irrigation system performance (clogging, spray pattern adjustments and damage). Test and adjust water pressure to 60-80 psi including controller, valve and controller. Repair leaks/defective irrigation valves/sprinkler heads, laterals, mainlines, and water pressure regulator within 24 hours of notice.
<b>N. Handrails</b>	Quarterly	\$ <u>330.00</u>	4	\$ <u>1,320.00</u>	Remove rust, clean, and polish.

MEL PORTWOOD PLAZA					
Maintenance Function	Freq	Cost Per Occurrence	Number of Occurrences	IB Annual Costs	Description of Work & Frequency of Action
A. Trash Collection	Twice Daily	\$ <u>42.25</u>	730	\$ <u>30,842.50</u>	Empty trash containers and change liners twice daily between the hours of 7:00 - 10:00 am and 2:00 - 5:00 pm., Sunday through Saturday.
B. Sweeping (Sand Removal)	Daily	\$ <u>71.38</u>	365	\$ <u>26,053.70</u>	Sand shall be removed by sweeping, blowing or other means on a daily basis.
C. Graffiti Removal	Daily	\$ <u>3.27</u>	365	\$ <u>1,193.55</u>	Inspect graffiti daily and remove within 48 hours. Remove all graffiti from all surfaces by chemical cleaning, power washing or painting. Move, cover, or protect surfaces, equipment or structures during graffiti removal.
D. Electrical & Lighting	Monthly	\$ <u>609.02</u>	12	\$ <u>7,308.24</u>	Visually inspect and test electrical fixtures, lighting fixtures/poles, ballasts, wall packs, ground lights, low level architectural lights (curb lights), outlets, repair, re-lamp, replace for safe operation.
E. Utility Maintenance	Monthly	\$ <u>11.72</u>	12	\$ <u>140.64</u>	<i>Monthly:</i> Inspect, maintain and repair of sewer laterals; potable water supply lines from fixtures to utility main includes fixtures, laterals, supply lines, cleanouts, valves pressure regulator. The City shall ensure fixtures will be maintained in a rust-free condition.  <i>Annually:</i> rebuild of flush valves and Chicago brand self-closing valves.
	Annually	\$ <u>833.33</u>	1	\$ <u>833.33</u>	
F. Signage Maintenance	Monthly	\$ <u>97.78</u>	12	\$ <u>1,173.36</u>	Visually inspect, maintain, clean, repair, replace worn/damage signage.

Maintenance Function	Freq	Cost Per Occurrence	Number of Occurrences	IB Annual Costs	Description of Work & Frequency of Action
G. Restroom Maintenance	Twice Daily	\$ <u>46.51</u>	730	\$ <u>33,952.30</u>	Twice daily between the hours of 7:00 – 10:00 am and 2:00 – 5:00 pm., Sunday through Saturday, clean public restroom and drinking fountain, floors mopped dry, stains wet mop or scrubbed, sand shall be removed from shower drains to preclude drain blockage. Toilet bowls, urinal and fixtures thoroughly scoured. Toilet stalls, doors, partitions, and handrails cleaned with damp cloth, mirrors cleaned and polished. Toilet tissue/dispenser fully stocked daily.
H. Plaza Maintenance	Weekly	\$ <u>1,792.11</u>	52	\$ <u>93,189.72</u>	Inspect and maintain hardscape areas, including concrete walls, removal of bird droppings, gum and wax, power washing of concrete flat work and paver block areas.
I. Playground/Picnic Area Maintenance	Daily	\$ <u>26.13</u>	365	\$ <u>9,537.45</u>	<i>Daily:</i> Inspect and performance testing playground equipment. Report necessary maintenance or replacement items to District Representative.
	Weekly	\$ <u>26.13</u>	52	\$ <u>1,358.76</u>	<i>Weekly:</i> Inspect and repair picnic tables/benches/ platforms.
	Annually	\$ <u>1,370.00</u>	1	\$ <u>1,370.00</u>	<i>Annually:</i> Inspect and paint preserve all trellis.

<b>Maintenance Function</b>	<b>Freq</b>	<b>Cost Per Occurrence</b>	<b>Number of Occurrences</b>	<b>IB Annual Costs</b>	<b>Description of Work &amp; Frequency of Action</b>
<b>J. Planted Areas</b>	Quarterly	\$ <u>2,169.73</u>	4	\$ <u>8,678.92</u>	<i>Quarterly:</i> Prune/trim ground cover. Item includes weekly weed removal, mowing, edging/trimming and annual turf thatching and aeration.
	Semi-Annually	\$ <u>4,683.31</u>	2	\$ <u>9,366.62</u>	<i>Semi-annually:</i> Fertilization of shrubs, ground cover, and turf for the treatment of disease, weeds and insects. Services shall include removal and replanting of dead or diseased shrubs with replacement in kind to be approved by the District Representative prior to their replacement.
<b>K. Tree Trimming</b>	Annually	\$ <u>1,823.66</u>	1	\$ <u>1,823.66</u>	Pruning of all trees shall be performed in accordance to ANSI standards. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
<b>L. Irrigation Maintenance</b>	Weekly	\$ <u>65.99</u>	52	\$ <u>3,431.48</u>	<i>Weekly:</i> Inspect irrigation system performance (clogging, spray pattern adjustments and damage). Test and adjust water pressure to 60-80 psi including controller, valve and controller. Repair leaks/defective irrigation valves/sprinkler heads, laterals, mainlines, and water pressure regulator within 24 hours of notice.
<b>M. Fence and Gate Maintenance</b>	Quarterly	\$ <u>132.52</u>	4	\$ <u>530.08</u>	Inspect quarterly for operation and safe condition. Maintain/minor repair worn/damaged fences, gates and barriers, and the maintenance of locks, doors and associated hardware.

<b>Maintenance Function</b>	<b>Freq</b>	<b>Cost Per Occurrence</b>	<b>Number of Occurrences</b>	<b>IB Annual Costs</b>	<b>Description of Work &amp; Frequency of Action</b>
N. Handrails	Quarterly	\$ 330.00	4	\$ 1,320.00	Remove rust, clean, and polish.

**BEACH AREA**

<b>Maintenance Function</b>	<b>Freq</b>	<b>Cost Per Occurrence</b>	<b>Number of Occurrences</b>	<b>IB Annual Costs</b>	<b>Description of Work &amp; Frequency of Action</b>
A. Trash Collection	Twice Daily	\$ 42.25	730	\$ 30,842.50	Empty trash containers and change liners twice daily between the hours of 7:00 - 10:00 am and 2:00 - 5:00 pm., Sunday through Saturday.
B. Sweeping (Sand Removal)	Daily	\$ 71.38	365	\$ 26,053.70	Sand shall be removed by sweeping, blowing or other means on a daily basis.
C. Graffiti Removal	Daily	\$ 3.27	365	\$ 1,193.55	Inspect graffiti daily and remove within 48 hours. Remove all graffiti from all surfaces by chemical cleaning, power washing or painting. Move, cover, or protect surfaces, equipment or structures during graffiti removal.
D. Beach Area Maintenance	Daily	\$ 147.87	365	\$ 53,972.55	Removal of large debris, wood or metal.
	Twice Weekly	\$ 336.00	104	\$ 34,944.00	Twice weekly: Seaweed removal.
E. Lifeguard Tower Maintenance	Quarterly	\$ 2,276.42	4	\$ 9,105.68	Inspect, polish and clean stainless steel and fiberglass before and after towers are placed on the beach.

<b>PARKING LOTS</b>					
<b>Maintenance Function</b>	<b>Freq</b>	<b>Cost Per Occurrence</b>	<b>Number of Occurrences</b>	<b>IB Annual Costs</b>	<b>Description of Work &amp; Frequency of Action</b>
<b>A. Trash Collection</b>	Twice Daily	\$ <u>42.25</u>	730	\$ <u>30,842.50</u>	Empty trash containers and change liners twice daily between the hours of 7:00 - 10:00 am and 2:00 - 5:00 pm., Sunday through Saturday.
<b>B. Sweeping (Sand Removal)</b>	Daily	\$ <u>71.38</u>	365	\$ <u>26,053.70</u>	Sand shall be removed by sweeping, blowing or other means on a daily basis.
<b>C. Sweeping (Street)</b>	Weekly	\$ <u>125.00</u>	52	\$ <u>6,500.00</u>	Services shall include hand or mechanical sweeping and removal of debris. The City shall sweep all parking lots and street ends, and dispose of all collected debris. The City shall sweep all areas weekly.
<b>D. Graffiti Removal</b>	Daily	\$ <u>3.27</u>	365	\$ <u>1,193.55</u>	Inspect graffiti daily and remove within 48 hours. Remove all graffiti from all surfaces by chemical cleaning, power washing or painting. Move, cover, or protect surfaces, equipment or structures during graffiti removal.
<b>E. Electrical &amp; Lighting</b>	Monthly	\$ <u>609.02</u>	12	\$ <u>7,308.24</u>	Visually inspect and test electrical fixtures, lighting fixtures/poles, ballasts, wall packs, ground lights, low level architectural lights (curb lights), outlets, repair, re-lamp, replace for safe operation.
<b>F. Signage Maintenance</b>	Monthly	\$ <u>97.78</u>	12	\$ <u>1,173.36</u>	Visually inspect, maintain, clean, repair, replace worn/damage signage.



<b>Maintenance Function</b>	<b>Freq</b>	<b>Cost Per Occurrence</b>	<b>Number of Occurrences</b>	<b>IB Annual Costs</b>	<b>Description of Work &amp; Frequency of Action</b>
<b>G. Fence and Gate Maintenance</b>	Quarterly	\$ <u>132.52</u>	4	\$ <u>530.08</u>	Inspect quarterly for operation and safe condition. Maintain/minor repair worn/damaged fences, gates and barriers, and the maintenance of locks, doors and associated hardware.
<b>H. Parking Lot Pay Boxes</b>	Quarterly	\$ <u>84.00</u>	4	\$ <u>336.00</u>	<i>Quarterly:</i> Pay boxes and stands shall be inspected with the District Representative.
	Bi-Annually	\$ <u>760.00</u>	2	\$ <u>1,520.00</u>	<i>Bi-annually:</i> Refurbish pay boxes and stands.
<b>I. Planted Areas Maintenance</b>	Quarterly	\$ <u>2,169.73</u>	4	\$ <u>8,678.92</u>	<i>Quarterly:</i> Prune/trim ground cover. Items include fertilization of shrubs, ground cover; and turf for the treatment of disease, weeds and insects. Services shall include removal and replanting of dead or diseased shrubs with replacement in kind to be approved by the District Representative prior to their replacement.
<b>J. Tree Trimming</b>	Annually	\$ <u>1,823.66</u>	1	\$ <u>1,823.66</u>	Pruning of all trees shall be performed in accordance to ANSI standards. All replacement tree specimens shall be approved by the District Representative prior to their replanting.

<b>Maintenance Function</b>	<b>Freq</b>	<b>Cost Per Occurrence</b>	<b>Number of Occurrences</b>	<b>IB Annual Costs</b>	<b>Description of Work &amp; Frequency of Action</b>
K. Irrigation Maintenance	Weekly	\$ <u>65.99</u>	52	\$ <u>3,431.48</u>	Weekly: Inspect irrigation system performance (clogging, spray pattern adjustments and damage). Repair leaks/defective irrigation valves/sprinkler heads within 24 hours of notice. Items include monthly test, adjust, repair irrigation water pressure 60-80 psi includes controller, valve and boxes, sprinkler heads, laterals, mainlines, and water pressure regulator. Repair leaks/defective irrigation valves/sprinkler heads within 24 hours of notice.
L. Handrails	Quarterly	\$ <u>330.00</u>	4	\$ <u>1,320.00</u>	Remove rust, clean, and polish.

**STREET ENDS**

<b>Maintenance Function</b>	<b>Freq</b>	<b>Cost Per Occurrence</b>	<b>Number of Occurrences</b>	<b>IB Annual Costs</b>	<b>Description of Work &amp; Frequency of Action</b>
A. Trash Collection	Twice Daily	\$ <u>42.25</u>	730	\$ <u>30,842.50</u>	Empty trash containers and change liners twice daily between the hours of 7:00 - 10:00 am and 2:00 - 5:00 pm., Sunday through Saturday.
B. Sweeping (Sand Removal)	Daily	\$ <u>71.38</u>	365	\$ <u>26,053.70</u>	Sand shall be removed by sweeping, blowing or other means on a daily basis.
C. Sweeping (Street)	Weekly	\$ <u>125.00</u>	52	\$ <u>6,500.00</u>	Services shall include hand or mechanical sweeping and removal of debris. The City shall sweep all parking lots and street ends, and dispose of all collected debris. The City shall sweep all areas weekly.
D. Graffiti Removal	Daily	\$ <u>3.27</u>	365	\$ <u>1,193.55</u>	Inspect graffiti daily and remove within 48 hours. Remove all graffiti from all surfaces by chemical cleaning, power washing or

					painting. Move, cover, or protect surfaces, equipment or structures during graffiti removal.
<b>Maintenance Function</b>	<b>Freq</b>	<b>Cost Per Occurrence</b>	<b>Number of Occurrences</b>	<b>IB Annual Costs</b>	<b>Description of Work &amp; Frequency of Action</b>
<b>E. Electrical &amp; Lighting</b>	Monthly	\$ 609.02	12	\$ 7,308.24	Visually inspect and test electrical fixtures, lighting fixtures/poles, ballasts, wall packs, ground lights, low level architectural lights (curb lights), outlets, repair, re-lamp, replace for safe operation.
<b>F. Signage Maintenance</b>	Monthly	\$ 97.78	12	\$ 1,173.36	Visually inspect, maintain, clean, repair, replace worn/damage signage.
<b>G. Fence and Gate Maintenance</b>	Quarterly	\$ 132.52	4	\$ 530.08	Inspect quarterly for operation and safe condition. Maintain/minor repair worn/damaged fences, gates and barriers, and the maintenance of locks, doors and associated hardware.
<b>H. Planted Areas Maintenance</b>	Quarterly	\$ 2,169.73	4	\$ 8,678.92	Quarterly: Prune/trim ground cover. Items include fertilization of shrubs, ground cover; and turf for the treatment of disease, weeds and insects. Services shall include removal and replanting of dead or diseased shrubs with replacement in kind to be approved by the District Representative prior to their replacement.
<b>I. Tree Trimming</b>	Annually	\$ 1,823.66	1	\$ 1,823.66	Pruning of all trees shall be performed in accordance to ANSI standards. All replacement tree specimens shall be approved by the District Representative prior to their replanting.
<b>J. Irrigation Maintenance</b>	Weekly	\$ 65.99	52	\$ 3,431.48	Weekly: Inspect irrigation system performance (clogging, spray pattern adjustments and damage). Repair leaks/defective irrigation valves/sprinkler

					heads within 24 hours of notice. Items include monthly test, adjust, repair irrigation water pressure 60-80 psi includes controller, valve and boxes, sprinkler heads, laterals, mainlines, and water pressure regulator. Repair leaks/defective irrigation valves/sprinkler heads within 24 hours of notice.
K. Handrails	Quarterly	\$ 330.00	4	\$ 1,320.00	Remove rust, clean, and polish.

### As-Needed Services:

As-needed services shall be undertaken by the City only upon issuance of a Task Authorization by the District for said services and the agreed upon negotiated rate. A Task Authorization shall not be considered effective until the form is signed by the District. The District does not guarantee a minimum amount of as-needed services.

As-Needed Maintenance Function	Freq	Not to Exceed Amount	As-Needed	Description of Work & Frequency of Action
A. Pest Control Management Services	Varies	\$ 3,500.00		The City shall provide pest control management services to include inspections, trapping, spraying, monitoring and removal of rodents, feral animals, wildlife, crawling, ground, migratory, parasitic, biting and stinging insects on all District properties and open spaces along the Tidelands.
B. Painting	Varies	\$ 20,000.00	\$3.50 Sq/Ft	Painting maintenance for street end bulk heads, IB Boulevard hand rails, comfort stations (interior and exterior).

**EXHIBIT A**  
**Quarterly Inspection Checklist**

**SUBJECT:** Procedure for Inspection Reporting

**REFERENCE:** Tidelands Maintenance Services

**PURPOSE:** To define the process and requirements of performing tidelands maintenance service inspections and documenting discrepancies for action for maintenance services not in compliance with the Agreement.

**SCOPE:** Applies to all work performed by the City under the Agreement and its Attachments and Exhibits.

**RESPONSIBILITIES:**

**City:**

Complete work as specified in Attachment A, Statement of Services of the Agreement and manages performance of personnel to meet the requirements of the Agreement.

Correct Discrepancies for Action to the satisfaction of the District.

**District's Inspector:**

Perform inspections and tidelands maintenance monitoring of areas as scheduled in the Statement of Services, Attachment A.

Provide City an Action Report for each inspected area of the recommended maintenance/discrepancies for action identifying assigned responsibility.

## INSPECTION ACTION REPORT

**DISTRICT REPRESENTATIVE:**

**DATE:**

AREA(S) INSPECTED	DATE INSPECTED	ACTION BY	COMMENTS
a. Trash Collection			
b. Graffiti Removal			
c. Electrical & Lighting			
d. Utility Maintenance			
e. Signage Maintenance			
f. Fence & Gate Maintenance			
g. Public Restroom Maintenance			
h. Pier Maintenance			
<b>DUNES PARK</b>			
a. Trash Collection			
b. Sweeping			
c. Graffiti Removal			
d. Electrical & Lighting			
e. Utility Maintenance			
f. Signage Maintenance			
g. Fence & Gate Maintenance			
h. Public Restroom Maintenance			
i. Sports/Amphitheater Facility Maintenance			
j. Playground/Picnic Area Maintenance			
k. Planted Areas Maintenance			
l. Turf Maintenance			
m. Tree Trimming			
n. Irrigation Maintenance			
o. Handrailings			
<b>MEL PORTWOOD PIER PLAZA</b>			
a. Trash Collection			
b. Sweeping			
c. Graffiti Removal			
d. Electrical & Lighting			

e. Utility Maintenance			
f. Signage Maintenance			
g. Public Restroom Maintenance			
h. Plaza Maintenance			
j. Playground/Picnic Area Maintenance-Landscape			
k. Planted Areas Maintenance-Landscape			
l. Turf Maintenance Landscape			
m. Tree Trimming			
n. Irrigation Maintenance Landscape			
o. Handrailings			
<b>BEACH AREA</b>			
a. Trash Collection			
b. Graffiti Removal			
c. Signage Maintenance			
d. Fence & Gate Maintenance			
e. Beach Area Maintenance			
f. Lifeguard Tower Maintenance			
			(Seacoast Dr. at Palm Ave. &) (Elkwood St. at Seacoast Dr.)
a. Trash Collection			
b. Sweeping			
c. Graffiti Removal			
d. Electrical & Lighting			
e. Signage Maintenance			
f. Fence & Gate Maintenance			
g. Parking Lots			
h. Turf Maintenance			
i. Tree Trimming			
j. Irrigation Maintenance			
k. Planted Areas Maintenance			
a. Trash Collection			
b. Sweeping			
c. Graffiti Removal			
d. Electrical & Lighting			
e. Signage Maintenance			

f. Fence & Gate Maintenance			
g. Parking Lots			
h. Planted Areas Maintenance			
i. Turf Maintenance			
j. Tree Trimming			
k. Irrigation Maintenance			
l. Handrailings			

SAT – Satisfactory    ACT – Corrective Action Required    IB – City of Imperial Beach    DIST – SDUPD  
UNSAT – Unsatisfactory

Accepted receipt of notification:

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

Name: \_\_\_\_\_

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

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



## Quarterly Inspection Checklist

<u>Maintenance Item</u>		<u>Comments</u>	<u>Photos</u>
<b>Trash Collection</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Sweeping Maintenance (Sand &amp; Street)</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Graffiti Removal</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Electrical &amp; Lighting</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Utility Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Signage Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>

<b><u>Maintenance Item</u></b>		<b><u>Comments</u></b>	<b><u>Photos</u></b>
<b>Fence &amp; Gate Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Restroom Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Beach Area</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Life Guard Tower Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Plaza Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Pier Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Amphitheater Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>

<b><u>Activity</u></b>		<b><u>Comments</u></b>	<b><u>Photos</u></b>
<b>Playground/ Picnic Area Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Planted Area Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Turf Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Tree Trimming &amp; Maintenance</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Handrails</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Pest Control Services</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>
<b>Painting</b>	<input type="checkbox"/> IB Pier <input type="checkbox"/> Dunes Park <input type="checkbox"/> Mel Portwood <input type="checkbox"/> Beach Area <input type="checkbox"/> Street Ends <input type="checkbox"/> Parking Lots		<input type="checkbox"/>

**EXHIBIT B**  
**Public Art List**  
**San Diego Unified Port District**

"Spirit of Imperial Beach" by A Wasil  
Bronze sculpture  
Palm Avenue Street-end

"Sea and Sky" by Ken Smith  
Stainless steel "Urban Tree" sculpture  
Dahlia Street-end  
(Temporary installation)

"Ocean Riders" by John Wyland  
Bronze sculpture  
Dunes Park on Seacoast Drive near Donax

"Surfhenge & Surfboard Benches" by Malcolm Jones  
Four Acrylic arches and ten surfboard benches  
Portwood Pier Plaza

"Illuminations" by Mary Lynn Dominguez  
Illuminated mosaic tile artwork on serpentine seat-walls  
Portwood Pier Plaza

"Banner Art" by John Banks  
Painted steel sculpture  
Imperial Beach Boulevard Street-end

"Banner Art" Sweet Spot Plaque  
Bronze plaque in sidewalk  
Northwest corner of Seacoast Drive & Imperial Beach Blvd. intersection

**EXHIBIT C**  
**Sample Task Authorization**  
**San Diego Unified Port District**



**GENERAL SERVICES & PROCUREMENT**  
San Diego Unified Port  
1400 Tidelands Ave  
National City, CA 91950  
(619) 686-6321 Main  
(619) 531-7983 FAX  
Fax (619) 686-8023

DATE

COMPANY NAME &  
ADDRESS & FAX

**Subject: Task Authorization for Agreement No. XX-XXXX**

You are authorized to proceed with the work described in this correspondence, in an amount to exceed \$XXXXX. This Task Authorization is in accordance with the terms of the sub-agreement. Please cite T-01-01 or (choice) for this work.

**TASK DESCRIPTION**

1.	Requester:	WO Number	
2.	Date of Request:	5.	Task Start/End Date:
3.	Task Budget:		
6.	Task Title:		
7.	Scope of Services:		

TASK DESCRIPTION, continued

AGREEMENT SUMMARY

Term of Year 1 Agreement XXXXXXXXX

1	Value of Additional Services	\$	XXXXXX
2	Executed TA Total	\$	0.00
3	Pending TA Total		0.00
4	Available Funds		XX,XXX
5	Task Authorization Amount	\$	XX,XXX
6	Remaining Balance	\$	XX,XXX

SAMPLE

APPROVALS

APPROVED: ☐ YES ☐ NO

Name:

Title:

Date:

Signature:

Name:

Title: Department Business Manager

Date:

# **EXHIBIT D** **CERTIFICATE OF INSURANCE** **San Diego Unified Port District**

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's Agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage noted on page 2 of this certificate.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

**Return this form to: San Diego Unified Port District**  
**c/o Ebix BPO**  
**P.O. Box 12010-03**  
**Hemet, CA 92546 – OR-**  
**E-mail: [sdupd@prod.certificatesnow.com](mailto:sdupd@prod.certificatesnow.com) –OR-**  
**Fax: 1-866-866-6516**

Name and Address of Insured (Contractor or Vendor)			SDUPD Agreement Number _____ This certificate applies to all operations of named insureds property in connection with all Agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	<u>Commercial General Liability</u> <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: _____  Expiration Date: _____	Each Occurrence: \$ _____  General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: _____ Expiration Date: _____	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: _____ Expiration Date: _____	Each Claim \$ _____
	Excess/Umbrella Liability		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE			BEST'S RATING
A				
B				
C				
D				
<b>A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or Better unless Approved in Writing by the District.</b>				
Name and Address of Authorized Agent(s) or Broker(s)			E-Mail Address:	
			Phone: _____ Fax Number: _____	
			Signature of Authorized Agent(s) or Broker(s)	
			Date: _____	

**SAN DIEGO UNIFIED PORT DISTRICT  
REQUIRED INSURANCE ENDORSEMENT**

<b><u>ENDORSEMENT NO.</u></b>	<b><u>EFFECTIVE DATE</u></b>	<b><u>POLICY NO.</u></b>
<b>NAMED INSURED:</b>		
<b>GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES):</b> All written Agreements, contracts and leases with the San Diego Unified Port District and/or any and all activities or work performed on district premises		

All written Agreements, contracts, and leases with the San Diego Unified Port District and/or any and all activities or work performed on District owned premises.

**Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:**

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, Agreements or exclusions of the policy(ies) to which this endorsement applies.

\_\_\_\_\_  
(NAME OF INSURANCE COMPANY)

\_\_\_\_\_  
(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

**MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION TO:**

**San Diego Unified Port District  
c/o Ebix BPO  
P.O. Box 12010-03  
Hemet, CA 92546  
San Diego, CA 92168-1639 – OR –  
Email to: [sdupd@prod.certificatesnow.com](mailto:sdupd@prod.certificatesnow.com) – OR –  
Fax: 1-866-866-6516**



**DRAFT****RESOLUTION 20xx-xxx****RESOLUTION AUTHORIZING A 40-YEAR  
MUNICIPAL SERVICES AGREEMENT WITH THE  
CITY OF IMPERIAL BEACH FOR LAW  
ENFORCEMENT, FIRE, EMERGENCY MEDICAL,  
LIFEGUARD, ANIMAL CONTROL, AND  
MAINTENANCE SERVICES ON NON-AD  
VALOREM DISTRICT PROPERTY LOCATED IN  
THE CITY OF IMPERIAL BEACH**

**WHEREAS**, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

**WHEREAS**, Section 21 of the Port Act authorizes the Board of Port Commissioners (BPC) to pass all necessary ordinances and resolutions for the regulation of the District; and

**WHEREAS**, the District reimburses its five Member Cities for certain services provided on non-taxpaying Tidelands; and

**WHEREAS**, these agreements are referred to as Municipal Services Agreements (MSAs); and

**WHEREAS**, the District previously entered into two MSAs with the City of Imperial Beach (City) – one for the provision of police, fire, emergency medical, lifeguard, and animal control services, and the other, for tidelands maintenance services; and

**WHEREAS**, the current MSAs are set to expire June 30, 2021; and

**WHEREAS**, to continue to provide these valuable services to the District and as a replacement for the existing MSAs, staff has negotiated a proposed combined MSA with the City to cover all services which will be provided at the currently-budgeted “Baseline Rate” of \$5,125,320 for FY 20/21 escalating by approximately 5.7% to \$5,415,888 in FYI 21/22 due to the addition of more law enforcement services in the beach areas and an overall increased cost to provide the services; and

**WHEREAS**, as with the existing MSAs, this proposed combined MSA includes a provision for subsequent annual adjustments to the Baseline Rate; and

20xx-xxx

**WHEREAS**, based on conversations with the City, the previous method does not adequately compensate the City for its costs to provide these services; and

**WHEREAS**, as a result, staff negotiated a fixed, three percent (3%) annual increase (commencing in FY 22/23) to the Baseline Rate with ten-year reviews (commencing in 2030) to the service levels and the Baseline Rate; and

**WHEREAS**, the proposed combined MSA also allows the District the ability to defer an amount equal to five (5) service years' worth of the annual three percent (3%) payment increases; and

**WHEREAS**, the City requested a longer term than the nine (9) year term applicable to the existing MSAs, and as a result, staff and the City negotiated a forty (40) year term commencing as of July 1, 2020; however, the proposed combined MSA allows either party to terminate upon six (6) months' notice; and

**WHEREAS**, staff and the City have worked closely together to negotiate a new combined MSA to provide more certainty for both the District and the City as well as to more accurately reflect the cost of providing services on tidelands; and

**WHEREAS**, upon the effectiveness of the proposed combined MSA, the existing MSAs will automatically terminate, provided that each of the City and the District shall remain liable for obligations arising prior to the effectiveness of the proposed combined MSA and other specific obligations in the existing MSAs that survive termination; and

**WHEREAS**, staff recommends the Board approve the proposed combined MSA with the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Port Commissioners of the San Diego Unified Port District that the Executive Director, or her designee, is hereby authorized on behalf of the San Diego Unified Port District to enter into a 40-Year Municipal Services Agreement with the City of Imperial Beach for law enforcement, fire, emergency medical, lifeguard, animal control, and maintenance services on non-ad valorem tideland trust property located in the City of Imperial Beach.

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

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By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the

20xx-xxx

San Diego Unified Port District, this 8th day of December 2020, by the following vote: