



BY-LAWS

IMPERIAL BEACH CHAMBER OF COMMERCE

IMPERIAL BEACH, CALIFORNIA 91932

Approved January 13, 2016



BY-LAWS
IMPERIAL BEACH CHAMBER OF COMMERCE, INC.
IMPERIAL BEACH, CALIFORNIA 91932

ARTICLE I

Section 1. Name

This organization is incorporated under the laws of the State of California and shall be known as the Imperial Beach Chamber of Commerce.

Section 2. Territorial Limits-Location

The Imperial Beach Chamber of Commerce shall include all businesses and individuals with an interest in Imperial Beach, California as they now exist or as they may be amended by legal acts of said City of Imperial Beach. The principle office of this association shall be within the corporate limits of the City of Imperial Beach.

Section 3. Mission Statement-Creed

The Imperial Beach Chamber of Commerce is organized to advance the general welfare and prosperity of the Imperial Beach area so that citizens and all areas of its business community shall prosper. All necessary means of promotion shall be provided and particular attention and emphasis shall be given to the economic, civic, commercial, cultural, industrial, social, and educational interests of the area.

This association shall be nonpartisan, nonsectional, nonsectarian, and nonprofit, and shall take no input in, nor lend its influence to, the election or appointment of any candidate for elected city office.

ARTICLE II
MEMBERSHIP

Section 1. Eligibility

Any person, association, corporation, partnership, or individual having an interest in the objectives of the organization shall be eligible to apply for membership. A member who is current in payment of their annual dues shall be in good standing. Current is defined as not more than thirty (30) days past due.



Section 2. Classes of Membership

There shall be four classes of membership of the Imperial Beach Chamber of Commerce. These four classifications of membership shall be:

1. Dues Paying Business Members
2. Associate Non-business Supporters
3. Honorary Members – Shall be those persons selected by the Board for a noted specific time period for exemplary performance to the Chamber, Community or to the Country.
4. Lifetime Members – Shall be elected by the Board of Directors and have been a Chamber member for at least twenty years.

Section 3. Associate Supporters Eligibility

Persons, associations, governmental agencies, and corporations who desire to support the corporation's objectives and purposes may be eligible for Associate Supporter status under written rules and policies established by the Directors.

Section 4. Termination (Resignation, Removal and Delinquency.)

1. Any member may resign from the Chamber upon written request to the Board of Directors.
2. Any member shall be suspended for non-payment of dues after ninety (90) days from date due. Membership may be reinstated by paying such dues as from original due date and will remain in good standing.
3. Any member may be removed by a two-thirds vote of the Board of Directors, at a regularly scheduled meeting thereof, for conduct unbecoming a member or prejudicial to the aims or repute of the Chamber, after notice and opportunity for a hearing are afforded the member charged with misconduct.

Section 5. Voting

In any Chamber issues, in which voting is called for, each member in good standing shall be entitled to cast one (1) vote.

Even though some members pay higher fees, votes shall not be weighted and each business shall entitle its owner or designated representative to only one vote. Multiple business memberships, each paying separate fees, shall be eligible to vote equal to that number of businesses memberships

Section 6. Exercise Privileges

Any firm, association, corporation, partnership, or individual holding membership may nominate individuals from said firm, etc., whom the holder desires to exercise the privileges of membership, and shall have the right to change its membership nomination upon written notice.



ARTICLE III MEETINGS

Section 1. Annual Meeting-Special Organization Meeting

The annual meeting of the Chamber of Commerce, in compliance with State Law, shall be held on the second Wednesday in July after the election of Board Directors for the forthcoming year has been officially declared at the regular June Board of Directors meeting. Newly elected Board members and Executive Officers shall be sworn in at the annual meeting prior to the regularly scheduled meeting

Section 2. Additional Meetings (General Membership, Special, Board, and Committee Meetings)

Additional meetings of the membership may be called by the majority of the Board at any time.

1. The Board of Directors shall meet at least once each calendar month.
2. Special meetings, for any purpose may be called at any time by the President or by any two members of the Executive Board or by one third of the members of the Board of Directors
3. Committee meetings may be called by the Chairman for any purpose at any time.

Section 3. Quorum

33% of Board members, present or by ballot, at any duly called meeting shall constitute a quorum for the transaction of business of the Board of Directors and actions taken at which a quorum is present shall be regarded as the act or decision of the Board of Directors of this association.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Composition of the Board

The Board shall be comprised of five (5) executive officers to be elected annually. This number is included in the total number of board members which shall be no less than twelve (12) and no more than twenty-four (24) members, one-third of whom shall be elected annually to serve for three years, or until their successors are elected and have qualified. The Board of Directors may appoint to vacancies on the Board members designated as Honorary Board Members. Honorary Board Members shall not be subject to Article IV; Section 5.



Section 2. Term of Office

The term of the Executive Board shall be one year with the President serving a second year as Immediate Past President. The elected Board of Directors shall serve a term of three years commencing on the first day of July next succeeding their election. All elected directors shall hold office until their successors are elected and have qualified. Board Members not in good standing during their term shall be subject to removal pursuant to Article V; Section 2.

Section 3. Vacancies

Vacancies on the Board of Directors may be filled by majority vote of the remaining Directors at any regular meeting at which a quorum is present. A director so elected shall hold office for the balance for the unexpired term of his or her predecessor in office.

Section 4. Policy

The Board of Directors is responsible for establishing procedure and formulating and adopting all policy of this Chamber. These policies shall be maintained in a Policy Manual, to be reviewed annually and revised as necessary.

Section 5. Removal from Board of Directors

Any member of the Board of Directors who fails to attend any regular meeting of the Board of Directors for a period of more than three (3) consecutive unexcused meetings in one calendar year shall automatically be removed from office without further action of the Board of Directors. Notice of directors absence from regular meetings shall be given by phone or email to the President of the Chamber or to the Chamber office

Section 6. Votes of the Board

Board Members with an excused absence, shall be entitled to submit written votes on specific Board issues prior to the Board meeting, provided the Board is not voting on a new agenda item, and board members have been in attendance at prior meetings to hear discussion: Signed written positions must be submitted to the President prior to the time of the scheduled Board meeting. Proxy votes are not accepted nor will they be considered valid on any Board issue.

Section 7. Selection and Election of Executive Officers & Directors

A. Nominating Committee:

At the regular March Board of Directors meeting, the President shall appoint, subject to approval of the Board of Directors, a Nominating Committee consisting of at least three and no more than five members of the Chamber of Commerce. The President shall designate the Head of the Committee. No member of the Nominating Committee shall be up for election.

At the regular April Board of Directors meeting the Nominating Committee shall present a proposed Ballot of Candidates for election as President, Vice President, Secretary, Treasurer, BID Chairperson and Board Candidates. Candidates for Director shall have been a member in good standing, of the Chamber of Commerce for twelve (12) months prior to July 1. Candidates for Executive Committee shall have been a Board Member for at least one year prior to being



sworn in at the Annual Meeting. Each candidate must be a member in good standing and must have agreed to accept the responsibility of serving as a Director if elected. A candidate for Business Improvement District (BID) Chairperson shall be a representative of a business subject to the BID ordinance.

B. Publicity/Nomination by Petition:

Upon receipt of the proposed Ballot of Candidates from the Nominating Committee, the President (or their designee) shall, within seven (7) days notify the membership by mail, fax, or e-mail of the names of members nominated for election. Additional names of candidates to serve as Directors may be made by petition bearing the signatures of at least five voting members of the Chamber of Commerce. Such petition shall be filed with the Nominating Committee at the Chamber office on or before May 5th each year or the following Monday by 5:00 p.m. if the 5th falls on a weekend. All nominee's, by petition, shall meet all requirements to serve on the Board of Directors as set forth in Article 4, Section 7A.

C. Determination:

The Nominating Committee shall determine the number of vacancies on the Board of Directors. Each member, in good standing, shall be allowed one vote for each vacancy on the board and one vote for each Executive Board position. Upon that determination, the Nominating Committee shall arrange the names of all nominated candidates on a ballot in alphabetical order. Ballot instructions shall include years of membership. The President (or their designee) shall mail, fax, or e-mail this ballot to all voting members of the Chamber of Commerce and B.I.D. no later than fifteen (15) days prior to the date ballots are due. All completed ballots shall be due at the Chamber office on or before 5:00 p.m. on the Friday before May 31st at the Chamber office.

D. The ballots shall be counted prior to the June Board of Directors meeting by the Nominating Committee and the results reported at that meeting. All members shall be notified of the results within seven (7) days of the June Board of Directors meeting. A candidate receiving a majority of votes cast shall be declared the winner.

E. The BID Chairperson shall be elected by a majority vote of the businesses subject to the BID ordinance.

**ARTICLE V
OFFICERS AND REMOVAL**

Section 1. Officers

The officers of this Chamber of Commerce shall be a President, Vice-President, Secretary, Treasurer and BID Chairperson. No officer shall be eligible to serve for more than two consecutive terms in the same office



A. President:

The President shall serve as the Chief Elected Officer and shall preside at all meetings of the Chamber of Commerce Board of Directors, and the Executive Committee and shall cast the deciding vote in the event of a tie. The President shall be the ex-officio member of all standing committees, and shall have the general powers and duties as may be prescribed by the Board of Directors or by these By-laws. If no Executive Director is appointed, all responsibilities and duties and power of the Executive Director shall be vested in the President subject to the Executive Board approval.

B. Vice President:

In the absence or disability of the President, the Vice President shall perform all duties of the President, and when so acting shall have all the powers of, and subject to all the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these By-laws. The Vice President shall review the functioning of all Chairpersons of committees and report to the President and Executive Committee.

C. Treasurer:

The Treasurer shall oversee and monitor the accounts of all the properties and business transactions of the Chamber of Commerce and B.I.D. The Treasurer shall oversee and monitor all monies deposited and disbursed in the name and to the credit of the Chamber of Commerce and B.I.D. and shall cause to be rendered to the Board of Directors an account of all transactions on a monthly, quarterly and annual basis, or as may be prescribed by the Board of Directors. The Treasurer shall make a monthly presentation to the Board of Directors to include a full accounting of all transactions for the previous reporting period. The Treasurer shall also be responsible for the preparation and presentation of the annual budget of the Chamber of Commerce and B.I.D. (with consultation of the B.I.D. Chairperson) to the Board of Directors as well as the presentation of the budget at the Annual Meeting.

D. Secretary:

The Secretary shall act as Corporate Secretary for the signing of official documents for this organization. The Secretary shall oversee the drafting and maintenance of the minutes of all meetings of the Board of Directors, the Executive Committee and the Annual Meeting. All minutes shall be maintained and archived at the Chamber office. The Secretary shall oversee the filing of all licenses, permits and reports to state and local governments.

E. BID Chairperson:

The BID Chairperson shall serve as the head of the BID Committee and preside over all meetings and activities of the BID in accordance with Article XI.



F. Executive Director (ED)

The Board of Directors may appoint or discharge, without prejudice to contract rights, an Executive Director (ED) for such term and upon such conditions as the Board shall determine in accordance with the California Fair Labor Standards and Board Policies.

The Executive Director (ED) shall cause to be prepared notices and meeting agendas and serve as advisor to the President and Executive Committee and shall be a non-voting member of the Board of Directors, the Executive Board and all committees.

With the assistance and approval of the Executive Board, the ED shall be responsible for administration of the daily operations of the Chamber in accordance with the policies and regulations of the Board of Directors.

The ED shall be responsible for hiring, discharging, directing and supervising all employees with executive board approval.

Section 2: Removal and Resignation of Directors and Executive Officers

Any Director or officer may be removed with cause by majority vote of the Directors. Any Director or officer may resign at any time by giving written notice to the President and said resignation shall take effect on the date of the receipt thereof, or at a later time specified therein.

ARTICLE VI

Section 1. Appointment and Authority

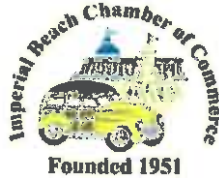
The Board of Directors shall authorize and define the duties of and powers of all committees, except those committees whose functions are set forth in these By-laws.

The President, by and with the approval of the Board of Directors, shall appoint all Standing Committees and Standing Committee Chairman. The President may appoint such ad hoc committees and their chairman as deemed necessary to carry out programs of the Chamber of Commerce with Board approval. Committee appointments shall be at the direction of the President and shall serve concurrent with the term of the appointing President, unless a different term is approved by the Board of Directors.

It shall be the function of committees to make investigations, conduct studies, and make recommendations to the Board of Directors and to carry on such activities as may be delegated to them by the Board.

Section 2. Limitation of Authority

No Committee shall take or make public any formal action, or make any public resolution or in any way commit the Chamber on a question of policy without first receiving approval of the Board of Directors.



No committee, standing or ad hoc, shall have the power to commit the Chamber financially on any matter.

Committees shall be discharged by the President when their work has been completed and their reports accepted, or when, in the opinion of the Board of Directors, it is deemed wise to discontinue such committee.

Section 3. Standing Committees and Duties

The Standing Committees shall be:

A. The Executive Committee:

The Executive Committee shall be composed of the President, Vice-President, Secretary, Treasurer, the immediate Past President, BID Chairperson and the Executive Director. The Executive Committee shall have charge for the routine business of the Chamber of Commerce, but shall be accountable to the Board of its actions. Decisions of the Executive Committee must be reported at the next meeting of the Board of Directors. The Board shall have the power to modify or reverse all decisions of the Executive Committee.

The Executive Committee shall also present the final proposed budget to the Board of Directors for approval and adoption at the June meeting of the Board of Directors. A proposed budget shall be presented at the May Board meeting

The Executive Committee duties include, but are not limited to: Set the Board agenda, , prepare for general membership and BID meetings, relations with the City Council, the Unified Port District, the County Board of Supervisors, South Bay Economic Council, County Chambers, and deal with the constitution and By-laws and such other functions as delegated by the Board

B. Promotion Committee:

The Promotion Committee duties include, but are not limited to: Public relations, membership, marketing strategy, special events, business directory, Website maintenance, determination of, and building of new image for the business community and such other functions as delegated by the Board.

C. Economic Development Committee:

The Economic Committee duties include, but are not limited to: Business attraction and retention, special loan programs for businesses, technical services to members through available resources, major development proposals, zoning changes, and such other functions as delegated by the Board



D. Finance Committee:

The Finance Committee duties include, but are not limited to: Treasury and financial related reports, acquisition grants, sponsors and underwriters. The Treasurer shall be the Chairperson of this committee.

E. Legislative Committee:

The Legislative Committee Chairperson or Vice Chairperson shall attend all meetings of the City Council and report back to the Board at the regularly scheduled monthly meetings – as necessary or by email if time is of the essence. Upon approval of the Board, the Legislative Committee may present the position of the Chamber on issues or ordinances before the City Council, and such other legislative issues as delegated by the Board.

F. Business Improvement District Committee:

The BID Committee duties include but are not limited to those as set forth in Article XII.

**ARTICLE VII
FINANCES**

Section 1. Funds

All funds of the Chamber of Commerce shall be deposited to the credit of the Chamber in a timely manner in such bank(s) or other depositories as the Board may select. BID funds are to be deposited into the BID account.

Section 2. Disbursements / Daily Operations:

Upon approval of the budget, the treasurer is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board of Directors. Disbursements shall be by check and signed by the President, Vice President, Secretary, Treasurer or BID Chairperson.

Checks up to the amount of \$250.00 are to be signed by any authorized signer. Checks for any higher amount must be signed by any two signatories. The Chairperson of the BID shall be required as one of the signers on any check written on the BID account along with one of the authorized signers on the Chamber account.

Routine expenditures of not more than one hundred dollars (\$100.00) in daily operations may be expended. Expenditures which have been approved in the budget do not require formal action by the Board.

Section 3. Fiscal Year:

The fiscal year of the Chamber shall commence on July 1 and end on June 30 of the following year.



Section 4. Budget:

At the June Board of Directors meeting, the Board shall adopt a budget of the Chamber of Commerce and B.I.D. for the next fiscal year to be submitted at the Annual meeting in July.

Section 5. Annual Audit:

The accounts of the Chamber shall be audited as of the close of business on June 30 by committee or other authorized authority as determined by the Board of Directors in compliance with these By-laws.

Section 6. Statement of Financial Condition:

The Treasurer shall submit to the Board of Directors no later than the August meeting, an operating statement of financial condition of this association for the proceeding year.

**ARTICLE VIII
PROCEDURE**

Robert's Rules of Order, Newly Revised, shall govern procedures of the meetings of the members, the Board of Directors and the Committees, except as herein otherwise provided. The Chamber Administrative Assistant and or Executive Director will be charged with the responsibility of bringing Robert's Rules of Order to each meeting.

**ARTICLE IX
AMENDMENTS**

These By-laws may be amended or altered by two-thirds (2/3) vote of the Board of Directors, or by a majority vote of the members at any regular or special meeting, providing the notice for the meeting includes the proposals for amendments. Any proposed amendments or alterations shall be submitted to the Board or the members in writing, at least ten (10) days in advance of the meeting at which they are to be acted upon.

**ARTICLE X
DISSOLUTION AND USE OF FUNDS**

Section 1.

The Chamber shall use its funds only to accomplish the objectives and purpose specified in the By-laws and no part of said funds shall inure or be distributed to the members of the Chamber. Upon dissolution of the Chamber, any funds remaining shall be distributed to one more regularly organized and qualified charitable, educational, or philanthropic organizations so selected by the Board of Directors as defined in IRS Section 501(c)(3).



ARTICLE XI
ACCOUNTING ACTIVITIES FOR THE BUSINESS IMPROVEMENT DISTRICT (BID)

Section 1.

The activities and functions of the Business Improvement District (BID), as defined by the BID contract, shall be delegated to the BID Committee of the Imperial Beach Chamber of Commerce (IBCO) which established the BID pursuant to Ordinance No. 96-907. The Ordinance is attached hereto and made a part hereof and noted as Exhibit "A".

The actions of the BID Committee shall be subject to the review and approval of the Chamber Board. The BID shall be operated in accordance with Ordinance 96-907 of the City of Imperial Beach attached hereto as Exhibit "A" the agreement dated the 2nd Day of January, 1997 between the Chamber and the City of Imperial Beach, attached hereto as Exhibit "C" and as revised on July 6, 2005 as Resolution No. 2005-6180 and revised agreement attached hereto as Exhibit "B" (the current contract).

Exhibits "A", "B", and "C" are attached hereto and are made a part of these By-Laws.

Section 2.

All members of the BID Committee shall be a representative of a business operating within the Business Improvement District. A quorum of BID members shall be required at all BID meetings to take action. Four (4) BID members shall constitute a quorum

Section 3.

City Council Resolution 2005-6180 governs the relationship between the Chamber and The City of Imperial Beach. This resolution is attached hereto and made a part hereof and noted as Exhibits "C". Exhibit "B" is the original contract that has been fully revised.

Section 4:

The BID Committee shall meet monthly on a day and time and place prior to the monthly Board meeting, as established by the BID Chairperson and approved by the Board of Directors.

Section 5:


All funds received from the City, as collected pursuant to the BID Ordinance 96-907, and all other funds, received and/or collected by the BID Committee, shall be divided equally between the BID Committee and the Chamber and deposited to their respective accounts.


Exhibit "A":	City Ordinance No. 96-907 Establishing the BID (Ordinance)	A - 01-08
Exhibit "B":	City Resolution No. 2005-6180 revising original agreement	B - 09-17
Exhibit "C":	City Resolution No. 97-4699 (Historical document)	C - 18-26



Adopted: January 13, 2016

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Signed: 
Chamber President – Mike Osborne

Signed: 
Chamber Vice President - Karen Odermatt


Signed: 
Chamber Treasurer – Jim Mickelson


Signed: 
Chamber Secretary – Olivia Pickering

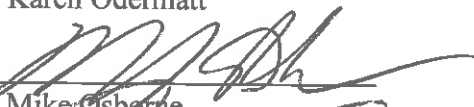
Signed: 
BID Chairperson – Joann Barrows

By-laws Committee:

Signed: 
Jim Mickelson


Karen Odermatt

Signed: 
Joann Barrows


Mike Osborne

Signed: 
Erika Lowery


Mike Simms

ORDINANCE NO. 96-907

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH ESTABLISHING THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989 AND LEVYING AN ASSESSMENT AND CHARGE THEREIN FOR UPGRADING AND PROMOTING THE AREA

WHEREAS, under and pursuant to the provisions of the Parking and Business Improvement Area Law of 1989, codified as California Streets and Highways Code Section 36500 et sq. (the "Law"), this Council on October 16, 1996, adopted Resolution No. 96-4678 declaring an intention to form a parking and business improvement area to be known as the "Imperial Beach Business Improvement District," providing for the levy of an assessment and charge to be imposed herein, fixing the time and place for hearing and giving notice thereof; and

WHEREAS, Resolution No. 96-4678 was duly published, and copies thereof were mailed, as provided by the Law; and

WHEREAS, as specified in Resolution No. 96-4678, one public meeting and one public hearing concerning the formation of the area were held before this Council in the Council Chambers in the Imperial Beach City Hall, 825 Imperial Beach Boulevard, Imperial Beach, California 91932; and

WHEREAS, at the hearings, all protests, both written and oral, made or filed, were considered and duly overruled and denied and this Council determined that there was no majority protest within the meaning of Section 36523 of the Law.

The City Council of the City of Imperial Beach DOES HEREBY ORDAIN as follows:

SECTION 1. Pursuant to the Law, a parking and business improvement area is hereby established, to be known as the "Imperial Beach Business Improvement District," herein called "District." The area to be included in the District includes the Imperial Beach business community within the following address ranges:

STREET NAME	ADDRESS SERIES
<u>Sub-District #1/Highway 75-Palm Avenue</u>	
7th Street	600-800
Delaware	600-800
9th Street	600-800
10th Street	600-800
11th Street	450-500
12th Street	500-800
13th Street	500-810
Emory Street	600-800
N. Emory Street	600-700

STREET NAME **ADDRESS SERIES**
Sub-District #1/Highway 75-Palm Avenue

Florence Street	500-600
Florida Street	500-600
Highway 75	500-1360
Palm Avenue	700-1360

Sub-District #2/Old Palm Avenue

Palm Avenue	200-699
3rd Street	500-700

Sub-District #3/Seacoast Drive

Seacoast Drive	600-1099
Palm Avenue	000-200
Dahlia	000-200
Donax	000-200
Daisy	000-200
Date	000-200
Elm	000-200
Evergreen	000-200
Elder	000-200
Elkwood	000-200
Ebony	000-200
Imperial Beach Blvd.	000-200

Sub-District #4/13th Street Business Corridor

Imperial Beach Blvd.	1000-1400
9th Street	801-1100
13th Street	801-1100
Emory Street	801-1100

Sub-District #5/Bayside Business

Cherry Avenue	700-1100
Boulevard Avenue	700-1300
Basswood Avenue	700-1000

A map depicting the District is attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 2. The purpose of forming the aforementioned District as a parking and business improvement area under the aforementioned Business and Improvement Area Law is to provide revenue to defray the costs of services and programs which will benefit businesses in the area, including any of the following:

- A. The acquisition, construction, or maintenance of parking facilities for the benefit of the area.
- B. Decoration of any public place in the area.
- C. Promotion of public events which are to take place on or in public places in the area.
- D. Furnishing of music or entertainment in any public place in the area.
- E. The general promotion of business activities in the area.

SECTION 3. All businesses operating in the above-described area will be assessed a share of the costs of the aforementioned services and programs according to the type of business and categories as determined by the following:

- A. **Description of Zones:**
Two zones will be established within the District. Zones are geographically based due to their function and proximity to the central commercial core area. The zones are as follows:
 - 1. **Zone #1:** Highway 75/Palm Avenue, Old Palm Avenue and Seacoast Drive.
 - 2. **Zone #2:** Thirteenth Street Business Corridor in and around Imperial Beach Boulevard, and side streets from commercial corridors.
(See Street and Address Ranges above for Zones 1 and 2.)
- B. **Description of Categories of Benefit:**
The following businesses will derive benefit from the Imperial Beach Business Improvement District:
 - Category 1: Financial and Entertainment**
Those businesses include but are not limited to:
Banks
Credit Unions
Financial Institutions

Category 1: Financial and Entertainment cont.
Hotels and Resorts over 60 Rooms
Entertainment Center (over 10,000 square feet)
Theaters (over six screens)
Thrift and Loans

Category 2: General Retail
Those businesses include but are not limited to:
Antique Stores
Art Galleries
Art Supply
Bakeries
Bars
Bookstores
Cafes/Restaurants
Cellular Phone and Pagers
Clothing and Apparel
Coffee Shops
Community Newspapers
Department Stores
Drug Stores
Electronic Component and Stereo Parts and Accessories
Espresso Bars
Galleries
Gas Stations
Ice Cream/Yogurt/Gelato
Jewelry
Juice Bar
Liquor Stores
Markets
Micro-breweries
Motels/Hotels
Musical Instruments and Recorded Music
Parking Lots and Services
Restaurants
Second Hand Stores
Shore Stores
Tobacco and Cigar
Video Stores

Category 3: Services and Professionals
Those businesses include but are not limited to:
Advertising and Public Relations
Animal Hospitals and Vets
Architects
Art Studios

Category 3: Services and Professionals cont.
Attorneys and Legal related
Auto/Retail Supply
Auto Rental
Auto Sales
Barbers/Nails/Beauticians
Catering Companies
Commercial Landlords
Consultants
Copy Center
Cosmetic and Skin Care
CPA and Accounting related
Dance Studios
Designers
Draftsmen and Blueprint/Surveyors
Engineers
Equipment Rental
Financial Planners
Flooring and Draperies
Funeral and Mortuary
Graphic Artists
Hardware related
Health Care Professionals
Home Furnishings
Insurance Brokers and Agents
Investment Brokers and Mutual Funds
Landscape Architects
Laundry and Cleaners
Limo Services
Loan Counseling Services
Lock and Key
Mail Services
Management Services
Martial Arts
Medical related
Nursery and Garden
Nursing and Convalescent Homes
Office Products
Pet Stores
Pharmacy
Photo Retail
Photographers
Planners
Professional Property Managers
Real Estate Brokers and Agents
Religious Gifts

Category 3: Services and Professionals cont.

**Security Services
Self-Storage
Shoe Repair
Software and Computer Consultants
Sport Equipment
Tailors/Alterations
Temporary Services
Traffic Schools
Travel Agents
TV Repair**

Category 4: Industrial, Manufacturing, Wholesale, Non-Profit

Those businesses include but are not limited to:

**Auto Body and Paint
Auto Service and Repair
Auto Parts Wholesale
Auto Wrecking
Benevolent Societies
Boys/Girls/Senior/Women's/Men's Clubs
Chemical and Janitorial
Construction
Distributors
Heating and Air Conditioning
Import-Export
Non-Profit
Recycling
Towing
Trade Unions
Trading Companies
Upholstering
Vocational Schools.**

SECTION 4. The following business license holders within the boundaries of the proposed district will be excluded from the Imperial Beach Business Improvement District.

**Home based businesses;
City, County, State and Federal offices;
Beauticians working under a retailer's storefront license;
All resident apartment building owners or managers.**

SECTION 5. For the purpose of this ordinance a "retailer" shall be deemed as any business which remits sales tax to the State of California Board of Equalization on a regular basis. Businesses not specifically identified in the aforementioned Categories (listed above) should be categorized by the Administrative Services Department, City of Imperial Beach, with advice from the Advisory Board, upon application for a City Business License.

A. Summary of Assessments:

The assessments to be imposed for those District businesses by Zone and Category of Benefit are as follows:

<u>Category</u>	<u>Zone 1</u>	<u>Zone 2</u>
1. Financial/Entertainment	\$600.00	\$600.00
2. General Retail	\$120.00	\$100.00
3. Service and Professional	\$100.00	\$ 85.00
4. Industrial/Manufacturing	\$ 85.00	\$ 65.00

The above described assessment is an annual charge and shall be levied, collected and enforced in the same manner, at the same time, and with the same penalties and interest as in the case of the business license/tax certificate. For those businesses taxed for other than an annual tax period, the City Treasurer shall determine the assessment to be levied upon issuance of the City business license/tax certificate.

SECTION 6. That the City Council hereby finds and determines that the public convenience and necessity require the establishment of the area hereinbefore described and that all of the businesses lying within the area will be benefitted by the expenditure of the funds raised by the assessments or charges proposed to be levied.

SECTION 7. That all protests, both written and oral, are overruled and denied and the City Council finds that there is not a majority protest within the meaning of Section 36523 of the Law.

SECTION 8. That all of the businesses in the area established by this ordinance shall be subject to any amendments to the provisions of the Parking and Business Improvement Area Law of 1989, codified as California Streets and Highways Code Section 36500 et. seq.

SECTION 9. That all of the assessments imposed pursuant to this ordinance be reviewed by the City Council annually.

SECTION 10. This Ordinance shall be codified.

SECTION 11. The City Clerk of the City of Imperial Beach shall certify to the adoption of this Ordinance and cause the same to be published in the manner required by law.

SECTION 12. This ordinance shall be published by summary.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California held the 18th day of December, 1996, and thereafter **PASSED AND ADOPTED** at a regular meeting of said City Council held the 2nd day of January, 1997, by the following roll call vote:

AYES: COUNCILMEMBERS: WINTER, ROSE, HALL, BIXLER
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BENDA

Michael B Bixler

MICHAEL B. BIXLER, MAYOR

ATTEST:

Lori Anne Peoples

LORI ANNE PEOPLES, CITY CLERK

RESOLUTION NO. 2005-6180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A REVISED AGREEMENT BETWEEN THE CITY AND THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ASSOCIATION/CHAMBER OF COMMERCE FOR ADMINISTRATION OF THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the Council of the City of Imperial Beach and the Imperial Beach Business Improvement District Association (Association) mutually desire to revise their 1997 Agreement to have the Association manage the Business Improvement District (BID) and promote Imperial Beach as an active business community and visitor destination with a healthy variety of retail businesses, special events, and visitor attractions; and

WHEREAS, the City Council recognizes that the Imperial Beach Chamber of Commerce and its representatives understand the ongoing needs and goals of the Imperial Beach business community, and the City Council endorses the concept of the Chamber through an independent Association maintaining the responsibility for the daily management, budget and activities of the BID; and

WHEREAS, the City restates and acknowledges that no management fee will be charged by the City for collection of the annual BID assessments from participating businesses for the first ten years of the operation of the Imperial Beach Business Improvement District Association.

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

1. That the above recitations are true and correct.
2. That the City Council hereby approves Resolution No. 2005-6180 authorizing the City to enter into a revised Agreement between the City and the Imperial Beach Business Improvement District Association/Chamber of Commerce for administration of the Imperial Beach Business Improvement District, and authorizes and directs the City Manager or designee to execute said agreement for and on behalf of the City of Imperial Beach.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 6th day of July 2005, by the following roll call vote:

AYES:	COUNCILMEMBERS:	MCCOY, WINTER, MCLEAN, ROSE
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
DISQUALIFIED:	COUNCILMEMBERS:	JANNEY (DUE TO POTENTIAL CONFLICTS OF INTEREST)

Diane Rose
DIANE ROSE, MAYOR

ATTEST:

Jacqueline M. Hald
JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, hereby certify the foregoing to be a true and exact copy of Resolution No. 2005-6180 – A Resolution of the City Council of the City of Imperial Beach, California APPROVING A REVISED AGREEMENT BETWEEN THE CITY AND THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ASSOCIATION/CHAMBER OF COMMERCE FOR ADMINISTRATION OF THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT.

CITY CLERK

DATE

AGREEMENT BETWEEN THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ASSOCIATION/CHAMBER OF COMMERCE AND THE CITY OF IMPERIAL BEACH FOR ADMINISTRATION SERVICE OF THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT

This agreement entered into this 6th day of July 2005, by and between the **IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ASSOCIATION/CHAMBER OF COMMERCE**, a California non-profit corporation, (hereinafter referred to as **Association**), and the **CITY OF IMPERIAL BEACH**, (hereinafter referred to as **City**).

WITNESSETH:

WHEREAS, there exists as a newly formed group of business merchants and professionals, an organization known as the Imperial Beach Business Improvement District Association/Chamber of Commerce (**Association**) established as a non-profit corporation under the laws of the State of California; and

WHEREAS, the City Council of the City of Imperial Beach California has passed and approved Ordinance No. 96-907 whereby establishing the Imperial Beach Business Improvement District (hereinafter referred to as the "Imperial Beach Business Improvement District" or simply "**District**") as provided for in Ordinance No. 96-907 (hereinafter referred to as the ("**BID Ordinance**"); and

WHEREAS, it is the desire of the City Council of the City to enter into an agreement with the **Association** to provide for administration and implementation of the **District**, as provided for in the **BID Ordinance**.

NOW, THEREFORE, it is agreed by and between the **Association** as follows:

Section I **ASSOCIATION RESPONSIBILITIES**

Consistent with the purpose of the Imperial Beach Business Improvement District and with the approved annual budget, the **Association** shall:

1. Implement the activities as specified in the **BID Ordinance**, such activities may include:
 - a. The acquisition, construction or maintenance of parking facilities for the benefit of the **District**.
 - b. Decoration of any public place in the **District**.
 - c. Promotion of public events, which are to take place on or in public places in the **District**.
 - d. Furnishing of music in any public place in the **District**.

- e. The general promotion of business activities in the **District**.
2. Stimulate demand for goods and services available within the **District**.
3. Facilitate the beautification of public places within the **District**.
4. Facilitate cultural enhancement within the **District**.
5. Prepare an annual budget for submission to, review and approval by the **City** as specified in Section III of this **Agreement**.
6. Open an account in a financial establishment to deposit and transact all **Association** financial business consistent with the implementation of the **District**. All interest generated on the deposit of such funds shall be expended by the **Association** for the purposes herein specified.
7. Submit annual activity and progress reports to the **City** on or before the 1st of August, and provide the **City** with other information as requested.
8. Consult the City Council concerning changes in assessments, boundaries of the **BID Ordinance**.
9. Retain the records relative to this agreement for three (3) years. Upon termination of this agreement, said records shall be turned over to the **City**; copies of the records may be kept by the **Association**.

Section II CITY RESPONSIBILITIES

The City shall:

1. Collect all additional charges or assessments due under this ordinance at the same time and in the same manner as the business license tax.
2. Distribute to the **Association** all funds collected by the **BID Ordinance**, excluding any delinquent assessment penalties or interest collected.
3. Review and approve the **Association's** annual budget, submitted to the **City** pursuant to Section II as provided herein. The **City's** review may include recommended modifications to said budget. It is the intent of this **Agreement** to recognize that (1) the **Association** and **BID Ordinance** are a result of an initiative generated by business people located within the **Imperial Beach Business Improvement District**, for their benefit, (2) that the businesses and individuals within the District are more closely concerned with and knowledgeable of the needs and the operations of the **Imperial Beach Business Improvement District**, and (3) to the extent consistent with the Streets and Highway Code Section 36503, the **City**

shall not unreasonably withhold approval of the Association's proposed budget.

4. Pay to the **Association** all funds to be collected pursuant to the **BID Ordinance**. Such payment shall be forwarded to the **Association** on a monthly basis. The monthly payment will reflect the total dollar amount of BID assessments collected during the previous thirty days.
5. Not initiate any changes in the **District** boundaries, assessments or charges as prescribed in the **BID Ordinance** of limit or increase the amount of revenue to be collected pursuant to said ordinance, without first consulting with the **Association**.
6. Grant to the **Association** the discretion to expend funds to carry out this Agreement so long as the expenditures remain consistent with this Agreement, the **BID Ordinance** and the approved budget.
7. Not contract with any other group or organization to represent or implement the **Business Improvement District** pursuant to the **BID Ordinance**.
8. By July 1st, provide the Association with an estimate of revenues to be received pursuant to the **BID Ordinance** for use by the **Association** in preparing the ensuing years budget.
9. On a monthly basis, provide the **Association** a listing of new businesses within the **District**. The **Association** may review the delinquency list after it is prepared.

Section III BUDGET

On or before August 1 of each year, the **Association** shall submit for **City** review and approval, an annual fiscal year budget for the implementation of the Agreement. Said budget shall include:

1. a. An estimate of revenue to be received pursuant to the **BID Ordinance** to be provided by **City** staff as provided herein.
- b. An estimate of anticipated revenues, and revenues applied for, by the **Association**.
- c. Identification of proposed expenditures including but not limited to expenses for:
 - A. Administration/Operations
 - B. Parking Improvements
 - C. Beautification/Special Projects
 - D. General Promotions
 - E. Special Events Promotions/Advertising
 - F. Reserves/Miscellaneous

- d. A narrative description of the **Association's** proposed activities within the fiscal year in implementing the approved budget, including a listing of goals and objectives achieved in the prior year and to be pursued in the upcoming fiscal year.
 - e. A narrative summary of the **Association's** annual activities, including a description of accomplishments in implementation of goals and objectives.
 - e. A listing of all assets of the **Association** and estimated value of those assets related to business improvement district activities.
2. The budget may allocate no more than five percent (5%) of BID revenues for discretionary use of the **Association's** Board of Directors.
 3. No more than fifteen percent (15%) of the funds identified in the approved budget may be shifted at the discretion of the **Association's** Board of Directors. Any changes in the budget above the fifteen percent (15%) amount must first be considered and approved by the **City**.
 4. Nothing in this **Agreement** shall preclude the **City** from assisting the **Association** financially or in any other means available to the **City** in the implementation of the **District**.
 5. Said budget may include the proposed expenditure of revenues of the **Association** from sources other than the revenue received pursuant to the **BID Ordinance**. The expenditure of such other revenue shall not require the review or approval by the **City** and must be included in the budget document as a convenience to the **Association**.
 6. In the event the budget is not approved by the **City** by September 1, the **Association's** activities may continue into the new fiscal year carrying forward the previous year's budget.
 7. The budget shall be consistent with this **Agreement** and the **BID Ordinance**.

Section IV TERM OF AGREEMENT

The effective date of this **Agreement** shall be July 6, 2005 and shall terminate September 1, 2006.

Section V EXTENSION OF AGREEMENT

On the first day of September 2006 and annually thereafter, the termination date of this Agreement shall be extended for a period of one (1) year unless either party gives notice to the other as set forth herein.

Section VI NOTICE OF NON-EXTENSION

At least a one (1) year written notice of non-extension shall be given. The City shall mail notice to the Association at:

The Association shall mail notice to the City at: 825 Imperial Beach Boulevard, Imperial Beach, California 91932.

Said notice shall simply state that the party is exercising its rights under the Agreement not to extend the Agreement.

Section VII DISESTABLISHMENT

This Agreement shall terminate automatically if the District is disestablished. Funds received by the City but not distributed to the Association shall be paid to the Association and expended for purposes identified in the last adopted budget. Any surplus funds of the Association shall be returned to the City and refunded to paying businesses through a credit on future business license taxes.

Section VIII ADMINISTRATION OF AGREEMENT

The City Manager is hereby designated to administer this Agreement on behalf of the City and is hereby authorized to make any determination on behalf of the City necessary for implementation of the provisions of this Agreement.

Section IX AUDITS

Annually, at its expense, the Association shall submit for review all of its financial records to a Certified Public Accountant (CPA) for completion of an Agreed Upon Procedures engagement, with the resulting report submitted to the City Manager within 120 days of the fiscal year ending August 31st. The scope of this report shall be limited to the review of BID receipts and disbursements and the annually adopted BID budget, to ensure compliance with the BID Operating Agreement.

At any time during normal business hours and as often as the City deems necessary, the Association shall make available to the City for examination at reasonable locations within the City all data and records to all matters covered by this agreement. The Association will permit the City to make, or contract with a CPA at Association expense, to audit all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this

agreement. When findings of the Agreed Upon Procedures or audit indicate that Agreement requirements are not being met, upon such written notification, Association agrees to take appropriate corrective action immediately.

Section X TITLE TO EQUIPMENT

Any equipment acquired with funds under this Agreement shall be deemed the property of the Association with the following exceptions: (1) If the governing of the BID should be transferred to another association board of directors. Under said circumstances, the successor association would assume title for said equipment; or, (2) In the event the original Association should cease to exist, ownership of said equipment which requires maintenance and care would be transferred to the City.

Section XI INSURANCE

The Association shall take out and maintain throughout the period of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$300,000 combined single limit (CSL), \$300,000 bodily injury per occurrence and \$100,000 property damage per occurrence covering all bodily injury and property damage arising out of its operation under this Agreement.

The Association shall provide automobile insurance covering all bodily injury and property liability incurred during the performance of this Agreement with minimum coverage of \$100,000 for property damage per accident, \$250,000 for bodily injury for each person, and not less than \$500,000 for bodily injury per accident; or \$300,000 per accident combined single limit (CSL).

The Association shall throughout the period of this Agreement maintain in full force and effect a policy of Worker's Compensation Insurance covering all of its employees and volunteers.

Said policy shall name the City and an additional insured and shall constitute primary insurance as to the City, its officers, agents and employees, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policy shall provide for thirty (30) days prior written notice to the City of cancellation or material change.

Certificates of other sufficient proof that these insurance provisions have been complied with must be filed with the City Clerk within 30 days of execution of this Agreement.

If the Association does not keep such insurance in full force and effect, the City may, upon receiving notice of cancellation of said insurance, elect to terminate this Agreement effective on the date said insurance coverage is terminated.

Section XII INDEMNIFICATION

The Association agrees to indemnify, defend and save harmless the City, its officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and other person, firm or supplies in connection with the performance of this Agreement and for any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Association in the performance of this Agreement.

The City agrees to indemnify, defend and save harmless the Association, its officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement for any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the City in performance of this Agreement.

Section XIII CONFLICT OF INTEREST

The City may determine that the Association is subject to a conflict of interest code and is required to complete one or more statements of economic interest disclosing relevant financial interests. Upon the City's request, the Association shall submit the necessary documentation.

Section XIV COMPLIANCE WITH LAW

- a. All work done under this Agreement shall be done in compliance with the applicable provisions of the federal and state laws and any regulations promulgated thereunder.
- b. The Association agrees to comply with all state or local licensing standards; all applicable accrediting standards and any other standards or criteria established by the state or local laws to assure quality of service.
- c. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section XV COMPLETE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Agreement supersedes all previous agreements, if any, between the parties.

Section XVI AMENDMENTS

An amendment may be made by mutual consent between the City and the Association to this Agreement. Such request for an amendment shall be forwarded to the

opposite party by the party requesting such amendment, in writing, specifying in detail the requested amendments to be considered and a written statement as to the reason for such amendment. Such amendment request shall be considered by the governing body of both the City and the Association as soon as possible.

Any alterations, variations, modifications or waivers of provisions to this Agreement shall be valid only when reduced to writing duly signed and attached to the original of this Agreement.

Section XVII ASSIGNABILITY

The Association shall not assign any interest in this Agreement without the prior written consent of the City, and any attempted assignment without such consent shall be void.

IN WITNESS WHEREOF, this Agreement is executed by the parties.

DATE: July 6, 2005

CITY OF IMPERIAL BEACH:

Signature On File

City Manager

IMPERIAL BEACH BUSINESS
IMPROVEMENT DISTRICT ASSOCIATION:

Signature On File

Chairperson

APPROVED AS TO CONTENT:

Signature On File

Assistant City Manager

APPROVED AS TO FORM:

Signature On File

City Attorney

**THE CITY OF
IMPERIAL
BEACH**

(619) 423-8300
FAX (619) 429-9770

825 IMPERIAL BEACH BOULEVARD • IMPERIAL BEACH, CALIFORNIA 91932



February 21, 1997

Ms. Lorie Bragg
Chamber of Commerce
600 Palm Avenue #115
Imperial Beach CA 91932

RE: AGREEMENT BETWEEN THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ASSOCIATION/CHAMBER OF COMMERCE AND THE CITY OF IMPERIAL BEACH FOR ADMINISTRATION SERVICE OF THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT.

Dear Lorie:

Enclosed please find one fully executed contract of the above referenced matter along with a copy of City Council Resolution No. 97-4699.

If you have any questions, please contact City Clerk Lori Anne Peoples at 423-8300, extension 121.

Sincerely,

Signature On File

Sherrie D. Worrell
Senior Administrative Secretary
City Clerk's Office

enclosures

C18

RESOLUTION NO. 97-4699

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH DECLARING ITS INTENTION TO APPROVE AN AGREEMENT WITH THE IMPERIAL BEACH CHAMBER OF COMMERCE FOR THE PURPOSE OF THE CHAMBER'S MANAGEMENT AND ADMINISTRATION OF THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT (BID).

WHEREAS, the Council of the City of Imperial Beach desires to promote Imperial Beach as an active business community and visitor destination with a healthy variety of retail businesses, special events, and visitor attractions;

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

1. The Council hereby declares that the Council endorses and approves an agreement with the Imperial Beach Chamber of Commerce and its elected Board of Directors for the purpose of the administration and management of the Imperial Beach Business Improvement District (BID).

2. Realizing that the Chamber and its representatives understand the ongoing needs and goals of the Imperial Beach business community, the Council endorses the concept of an independent association, the Chamber, maintaining the responsibility for the daily management of the budget and activities of the BID.

3. The Council further declares support for the promotion and business enhancement activities which will be sponsored by some 245 Imperial Beach businesses which will be part of the city-wide Business Improvement District.

4. The Council acknowledges that no management fee will be charged by the City for collection of the annual BID assessments from participating businesses for the first ten years of operation of the Imperial Beach Business Improvement District.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 2nd day of January 1997, by the following roll call vote:

AYES: COUNCILMEMBERS: WINTER, ROSE, HALL, BIXLER
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BENDA

Signature On File

MICHAEL B. BIXLER, MAYOR

ATTEST:

Signature On File

LORI ANNE PEOPLES, CMC, CITY CLERK

AGREEMENT BETWEEN THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ASSOCIATION/CHAMBER OF COMMERCE AND THE CITY OF IMPERIAL BEACH FOR ADMINISTRATION SERVICE OF THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT

This agreement entered into this 2nd day of January, 1997, by and between the **IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ASSOCIATION/CHAMBER OF COMMERCE**, a California non-profit corporation, (hereinafter referred to as **Association**), and the **CITY OF IMPERIAL BEACH**, (hereinafter referred to as **City**).

WITNESSETH:

WHEREAS, there exists as a newly formed group of business merchants and professionals, an organization known as the Imperial Beach Business Improvement District Association/Chamber of Commerce (**Association**) established as a non-profit corporation under the laws of the State of California; and

WHEREAS, the City Council of the City of Imperial Beach California has passed and approved Ordinance No. 96-907 whereby establishing the Imperial Beach Business Improvement District (hereinafter referred to as the "Imperial Beach Business Improvement District" or simply "**District**") as provided for in Ordinance No. 96-907 (hereinafter referred to as the "**BID Ordinance**"); and

WHEREAS, it is the desire of the City Council of the City to enter into an agreement with the **Association** to provide for administration and implementation of the **District**, as provided for in the **BID Ordinance**.

NOW, THEREFORE, it is agreed by and between the **Association** as follows:

Section I **ASSOCIATION RESPONSIBILITIES**

Consistent with the purpose of the Imperial Beach Business Improvement District and with the approved annual budget, the **Association** shall:

1. Implement the activities as specified in the **BID Ordinance**, such activities may include:
 - a. The acquisition, construction or maintenance of parking facilities for the benefit of the **District**.
 - b. Decoration of any public place in the **District**.
 - c. Promotion of public events which are to take place on or in public places in the **District**.
 - d. Furnishing of music in any public place in the **District**.
 - e. The general promotion of business activities in the **District**.
2. Stimulate demand for goods and services available within the **District**.

3. Facilitate the beautification of public places within the District.
4. Facilitate cultural enhancement within the District.
5. Prepare an annual budget for submission to, review and approval by the City as specified in Section III of this Agreement.
6. Open an account in a financial establishment to deposit and transact all Association financial business consistent with the implementation of the District. All interest generated on the deposit of such funds shall be expended by the Association for the purposes herein specified.
7. Submit semi-annual activity and progress reports to the City on or before the 1st of June and December, and provide the City with other information as requested.
8. Consult the City Council concerning changes in assessments, boundaries of the BID Ordinance.
9. Retain the records relative to this agreement for three (3) years. Upon termination of this agreement, said records shall be turned over to the City; copies of the records may be kept by the Association.

Section II CITY RESPONSIBILITIES

The City shall:

1. Collect all additional charges or assessments due under this ordinance at the same time and in the same manner as the business license tax.
2. Distribute to the Association all funds collected by the BID Ordinance, excluding any delinquent assessment penalties or interest collected.
3. Review and approve the Association's annual budget, submitted to the City pursuant to Section II as provided herein. The City's review may include recommended modifications to said budget. It is the intent of this Agreement to recognize that 1) the Association and BID Ordinance are a result of an initiative generated by business people located within the Imperial Beach Business Improvement District, for their benefit, 2) that the businesses and individuals within the District are more closely concerned with and knowledgeable of the needs and the operations of the Imperial Beach Business Improvement District, and 3) to the extent consistent with the Streets and Highway Code Section 36503, the City shall not unreasonably withhold approval of the Association's proposed budget.
4. Pay to the Association all funds to be collected pursuant to the BID Ordinance. Such payment shall be forwarded to the Association on a monthly basis. The monthly payment will reflect the total dollar amount of BID assessments collected during the previous thirty days. The first payment to the Association shall be made 30 days from the date the BID Ordinance is enacted.

5. Not initiate any changes in the District boundaries, assessments or charges as prescribed in the BID Ordinance of limit or increase the amount of revenue to be collected pursuant to said ordinance, without first consulting with the Association.

6. Grant to the Association the discretion to expend funds to carry out this Agreement so long as the expenditures remain consistent with this Agreement, the BID Ordinance and the approved budget.

7. Not contract with any other group or organization to represent or implement the Business Improvement District pursuant to the BID Ordinance.

8. By April 15th, provide the Association with an estimate of revenues to be received pursuant to the BID Ordinance for use by the Association in preparing the ensuing years budget.

9. On a monthly basis, provide the Association a listing of new businesses within the District. The Association may review the delinquency list after it is prepared.

Section III BUDGET

On or before June 1 of each year, the Association shall submit for City review and approval, an annual fiscal year budget for the implementation of the Agreement. Said budget shall include:

1. a. An estimate of revenue to be received pursuant to the BID Ordinance to be provided by City staff as provided herein.
- b. An estimate of anticipated revenues, and revenues applied for, by the Association.
- c. Identification of proposed expenditures including but not limited to expenses for:
 - A. Administration/Operations
 - B. Parking Improvements
 - C. Beautification/Special Projects
 - D. General Promotions
 - E. Special Events Promotions/Advertising
 - F. Reserves/Miscellaneous.
- d. A narrative description of the Association's proposed activities within the fiscal year in implementing the approved budget, including a listing of goals and objectives achieved in the prior year and to be pursued in the upcoming fiscal year.
- e. A narrative summary of the Association's annual activities, including a description of accomplishments in implementation of goals and objectives.
- f. A listing of all assets of the Association and estimated value of those assets related to business improvement district activities.

2. The budget may allocate no more than five percent (5%) of BID revenues for discretionary use of the Association's Board of Directors.

3. No more than fifteen percent (15%) of the funds identified in the approved budget may be shifted at the discretion of the Association's Board of Directors. Any changes in the budget above the fifteen percent (15%) amount must first be considered and approved by the City.

4. Nothing in this Agreement shall preclude the City from assisting the Association financially or in any other means available to the City in the implementation of the District.

5. Said budget may include the proposed expenditure of revenues of the Association from sources other than the revenue received pursuant to the BID Ordinance. The expenditure of such other revenue shall not require the review or approval by the City and must be included in the budget document as a convenience to the Association.

6. In the event the budget is not approved by the City by June 30th, the Association's activities may continue into the new fiscal year carrying forward the previous year's budget.

7. The budget shall be consistent with this Agreement and the BID Ordinance.

Section IV TERM OF AGREEMENT

The effective date of this Agreement shall be January 2, 1997 and shall terminate January 1, 2000.

Section V EXTENSION OF AGREEMENT

On the first day of January 1998 and annually thereafter, the termination date of this Agreement shall be extended for a period of one (1) year unless either party gives notice to the other as set forth herein.

Section VI NOTICE OF NON-EXTENSION

At least a one (1) year written notice of non-extension shall be given. The City shall mail notice to the Association at:

The Association shall mail notice to the City at: 825 Imperial Beach Boulevard, Imperial Beach, California 91932.

Said notice shall simply state that the party is exercising its rights under the Agreement not to extend the Agreement.

Section VII DISESTABLISHMENT

This Agreement shall terminate automatically if the District is disestablished. Funds received by the City but not distributed to the Association shall be paid to the Association and expended for purposes identified in the last adopted budget. Any surplus funds of the Association shall be returned to the City and refunded to paying businesses through a credit on future business license taxes.

Section VIII ADMINISTRATION OF AGREEMENT

The City Manager is hereby designated to administer this Agreement on behalf of the City and is hereby authorized to make any determination on behalf of the City necessary for implementation of the provisions of this Agreement.

Section IX AUDITS

Association annually at its expense shall cause an audit of revenues received and expenditures made. The audit shall be submitted to the City Manager by September 30th of each year. Where such findings indicate that Agreement requirements are not being met, upon such written notification, Association agrees to take appropriate corrective action immediately.

Section X TITLE TO EQUIPMENT

Any equipment acquired with funds under this Agreement shall be deemed the property of the Association with the following exceptions: (1) If the governing of the BID should be transferred to another association board of directors. Under said circumstances, the successor association would assume title for said equipment; or, (2) In the event the original Association should cease to exist, ownership of said equipment which requires maintenance and care would be transferred to the City.

Section XI INSURANCE

The Association shall take out and maintain throughout the period of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$300,000 combined single limit (CSL), \$300,000 bodily injury per occurrence and \$100,000 property damage per occurrence covering all bodily injury and property damage arising out of its operation under this Agreement.

The Association shall provide automobile insurance covering all bodily injury and property liability incurred during the performance of this Agreement with minimum coverage of \$100,000 for property damage per accident, \$250,000 for bodily injury for each person, and not less than \$500,000 for bodily injury per accident; or \$300,000 per accident combined single limit (CSL).

The Association shall throughout the period of this Agreement, maintain in full force and effect a policy of Worker's Compensation Insurance covering all of its employees and volunteers.

Said policy shall name the City and an additional insured and shall constitute primary insurance as to the City, its officers, agents and employees, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policy shall provide for thirty (30) days prior written notice to the City of cancellation or material change.

Certificates of other sufficient proof that these insurance provisions have been complied with must be filed with the City Clerk within 30 days of execution of this Agreement.

If the Association does not keep such insurance in full force and effect, the City may, upon receiving notice of cancellation of said insurance, elect to terminate this Agreement effective on the date said insurance coverage is terminated.

Section XII INDEMNIFICATION

The Association agrees to indemnify, defend and save harmless the City, its officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and other person, firm or supplies in connection with the performance of this Agreement and for any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Association in the performance of this Agreement.

The City agrees to indemnify, defend and save harmless the Association, its officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement for any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the City in performance of this Agreement.

Section XVI COMPLIANCE WITH LAW

- a. All work done under this Agreement shall be done in compliance with the applicable provisions of the federal and state laws and any regulations promulgated thereunder.
- b. The Association agrees to comply with all state or local licensing standards; all applicable accrediting standards and any other standards or criteria established by the state or local laws to assure quality of service.
- c. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section XV COMPLETE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to

exist or to bind any of the parties hereto. This Agreement supersedes all previous agreements, if any, between the parties.

Section XVI AMENDMENTS

An amendment may be made by mutual consent between the City and the Association to this Agreement. Such request for an amendment shall be forwarded to the opposite party by the party requesting such amendment, in writing, specifying in detail the requested amendments to be considered and a written statement as to the reason for such amendment. Such amendment request shall be considered by the governing body of both the City and the Association as soon as possible.

Any alterations, variations, modifications or waivers of provisions to this Agreement shall be valid only when reduced to writing duly signed and attached to the original of this Agreement.

Section XVII ASSIGNABILITY

The Association shall not assign any interest in this Agreement without the prior written consent of the City, and any attempted assignment without such consent shall be void.

IN WITNESS WHEREOF, this Agreement is executed by the parties.

DATE: February 19, 1997

CITY OF IMPERIAL BEACH

Signature On File



CITY MANAGER

Signature On File



CITY CLERK

Signature On File

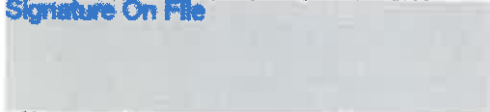


**IMPERIAL BEACH BUSINESS
IMPROVEMENT DISTRICT ASSOCIATION**

COUNTERSIGNED:

APPROVED AS TO FORM:

Signature On File



CITY ATTORNEY