

## City Council Regular Meeting

**Regular Meeting**  
**Wednesday, July 5, 2017**  
**6:00 PM**  
**City Council Chambers**



**Mayor David J. Lesser**  
**Mayor Pro Tem Amy Howorth**  
**Councilmember Steve Napolitano**  
**Councilmember Nancy Hersman**  
**Councilmember Richard Montgomery**

### Executive Team

Mark Danaj, City Manager  
Quinn Barrow, City Attorney

Robert Espinosa, Fire Chief  
Teresia Zadroga-Haase, Human Resources Director  
Eve R. Irvine, Police Chief  
Stephanie Katsouleas, Public Works Director  
Mark Leyman, Parks & Recreation Director

Nadine Nader, Assistant City Manager  
Anne McIntosh, Community Development Director  
Bruce Moe, Finance Director  
Liza Tamura, City Clerk  
Sanford Taylor, Information Technology Director

### **MISSION STATEMENT:**

**The City of Manhattan Beach is recognized for providing exemplary municipal services and contributing to the exceptional quality of life afforded to residents, businesses and visitors who enjoy living in and visiting California's safest beach community**

July 5, 2017

City Council Meeting Agenda Packet

<b>Agenda Item No.</b>	<b>Starting Page</b>	<b>Ending Page</b>
AGENDA	1	10
1	11	12
2	13	16
3	17	18
4	19	36
5	37	74
6	75	86
7	87	90
8	91	130
9	131	194
10	195	204
11	205	208
12	209	372
13	373	388
14	389	394

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## MANHATTAN BEACH'S CITY COUNCIL WELCOMES YOU!

*Your presence and participation contribute to good city government.*

*By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, this agenda provides an early opportunity for public comments under "Public Comments," at which time speakers may comment on any matter within the subject matter jurisdiction of the City Council, including items on the agenda.*

*Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the City's website at [www.citymb.info](http://www.citymb.info), the Police Department located at 420 15th Street, and are also on file in the Office of the City Clerk for public inspection. Any person who has any question concerning any agenda item may call the City Clerk's office at (310) 802 5056.*

*In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Office of the City Clerk at (310) 802 5056 (voice) or (310) 546 3501 (TDD). Notification 36 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting. The City also provides closed captioning of all its Regular City Council Meetings for the hearing impaired.*

## CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

*I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, state under penalty of perjury that this notice/agenda was posted on Wednesday, June 28, 2017, on the City's Website and on the bulletin boards of City Hall, Joslyn Community Center and Manhattan Heights.*

**BELOW ARE THE AGENDA ITEMS TO BE CONSIDERED. THE RECOMMENDED COUNCIL ACTION IS LISTED IMMEDIATELY AFTER THE TITLE OF EACH ITEM IN BOLD CAPITAL LETTERS.**

### A. PLEDGE TO THE FLAG

### B. ROLL CALL

### C. CEREMONIAL CALENDAR

1. Presentation of Plaques to Outgoing Planning Commissioners: Bordokas and Conaway; Outgoing Parking and Public Improvements Commissioners: Fournier and King; Outgoing Cultural Arts Commissioner: Friedman; and Outgoing Parks & Recreation Commissioners Jones and Lauson. [17-0225](#)  
**PRESENT**
2. Presentation of Certificates of Recognition to the Sponsors of the Annual Manhattan Beach Holiday Fireworks. [17-0269](#)  
**PRESENT**

3. Presentation of a Certificate of Recognition to Carter Gaede for Winning the 2017 Drive, Chip & Putt Championship at Augusta National Golf Club in the 7-9 Boys Division.

[17-0232](#)

**PRESENT**

#### **D. APPROVAL OF AGENDA AND WAIVER OF FULL READING OF ORDINANCES**

*By motion of the City Council, this is the time to: (a) notify the public of any changes to the agenda; (b) remove items from the consent calendar for individual consideration; or (c) rearrange the order of the agenda.*

**MOTION TO APPROVE AGENDA AND WAIVE FULL READING**

#### **E. CITY COUNCIL AND COMMUNITY ORGANIZATION ANNOUNCEMENTS OF UPCOMING EVENTS (1 MINUTE PER PERSON)**

*City Councilmembers and community organization representatives may inform the public about upcoming events.*

#### **F. PUBLIC COMMENTS (3 MINUTES PER PERSON)**

*Speakers may provide public comments on any matter that is within the subject matter jurisdiction of the City Council, including items on the agenda. The Mayor may determine whether an item is within the subject matter jurisdiction of the City Council. While all comments are welcome, the Brown Act does not allow City Council to take action on any item not on the agenda.*

*Each speaker may speak for up to 3 minutes. This is also the time for speakers to comment on items on the consent calendar that have not been previously removed by the City Council during approval of the agenda for individual consideration. For public hearings, speakers are encouraged to speak during the public hearing, if they want their comments to be included in the record for the public hearing.*

*Please complete the "Request to Address the City Council" card by filling out your name, city of residence, the item(s) you would like to offer public comment, and returning it to the City Clerk.*

#### **G. CONSENT CALENDAR (APPROVE)**

*Items on the "Consent Calendar" are routine and customary business items and will be enacted with one vote. Removal of items from the Consent Calendar for individual consideration will be at a City Councilmember's discretion. In such case, the item will be heard during general business.*

4. City Council Minutes: [17-0286](#)  
This Item Contains Minutes of the following City Council Meeting:
- a) City Council Adjourned Regular Meeting (Budget Study Session #2) Minutes of May 30, 2017
  - b) City Council Adjourned Regular Meeting (Joint City Council/Parks and Recreation Commission, Library Commission and Cultural Arts Commission) Minutes of June 5, 2017  
(City Clerk Tamura).

**APPROVE**

**Attachments:** [City Council Adjourned Regular Meeting \(Budget Study Session #2\) Minutes of](#)  
[City Council Adjourned Regular Meeting \(Joint City Council-Parks and Recreati](#)

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5. Financial Report: [17-0238](#)  
a) Schedule of Demands: June 8, 2017  
b) Investment Portfolio for the Month Ending May 31, 2017  
c) Month End Report for May 31, 2017  
(Finance Director Moe).  
**ACCEPT REPORT AND DEMANDS**  
  
**Attachments:** [Schedules of Demands for June 8, 2017](#)  
[Investment Portfolio for the Month Ending May 31, 2017](#)  
[Month End Report for May 31, 2017](#)
6. Approval of Restated and Amended Agreement with Joan Stein Jenkins [RES 17-0074](#)  
for Municipal Code Prosecution Services (City Attorney Barrow).  
**ADOPT RESOLUTION NO. 17-0074 APPROVING AGREEMENT**  
  
**Attachments:** [Resolution No. 17-0074](#)  
[Amended Agreement](#)
7. Appoint Bruce Greenburg, Manhattan Beach Unified School District [17-0285](#)  
Appointee, to the Parks and Recreation Commission (Seat No. 2) (City  
Clerk Tamura).  
**RATIFY APPOINTMENT**  
  
**Attachments:** [Letter from MBUSD](#)
8. Adoption of Annual Investment Policy for Fiscal Year 2017-2018 and [17-0277](#)  
Delegation of Responsibility for Investing Funds to the City Treasurer  
(Finance Director Moe).  
**APPROVE**  
  
**Attachments:** [Investment Policy 2017-2018 \(Red-Lined Version\)](#)  
[Investment Policy 2017-2018 \(Clean Version\)](#)
9. Resolution Approving the Memorandum of Understanding Between the [RES 17-0094](#)  
Beach Cities Watershed Management Group to Fund the Design of the  
Hermosa Beach Greenbelt Trench Infiltration Project in the Amount of  
\$21,240.90. (Public Works Director Katsouleas).  
**APPROVE**  
  
**Attachments:** [Resolution No. 17-0094](#)  
[Hermosa Greenbelt Project MOU](#)  
[Hermosa Greenbelt RFP](#)  
[Project Location and Watershed Map](#)

## H. ITEMS PULLED FROM THE CONSENT CALENDAR

*Each speaker may speak for up to 1 minute on each item pulled from the agenda.*

**I. PUBLIC HEARINGS (3 MINUTES PER PERSON)**

*Each speaker may speak for up to 3 minutes on each public hearing item.*

10. Conduct Public Hearing for Second Reading of Ordinance No. 17-0008 [17-0296](#)  
Regarding Municipal Code Revisions Provisions to the Zoning Code  
Regarding Appeal and City Council Review and Introduction of  
Ordinance No. 17-0010 with Corresponding Changes to the City's Local  
Coastal Program (City Attorney Barrow, City Clerk Tamura and  
Community Development McIntosh).  
**SECOND READING OF ORDINANCE NO. 17-0008 AND FIRST  
READING OF ORDINANCE NO. 17-0011**

**Attachments:** [Ordinance No. 17-0008](#)  
[Ordinance No. 17-0011](#)

**J. GENERAL BUSINESS**

*Each speaker may speak for up to 1 minute on each general business item.*

11. Accept Resignation for Library Commissioner Hustvedt, Declare Vacant [17-0283](#)  
Library Commission Seat No. 2 and Appoint (City Clerk Tamura).  
**ACCEPT RESIGNATION, DECLARE VACANCY, AND APPOINT**

**Attachments:** [Mark Hustvedt Resignation Letter](#)

12. Resolution to Adopt the 2017 Emergency Operations Plan for [RES 17-0092](#)  
Management of Large Scale Natural and Man-Made Disasters in the City  
of Manhattan Beach (Fire Chief Espinosa).  
**ADOPT RESOLUTION NO. 17-0084 ESTABLISHING PROCEDURES  
FOR EMERGENCY MANAGEMENT OF LARGE DISASTERS**

**Attachments:** [Resolution No. 17-0084](#)  
[Emergency Operations Plan \(EOP\) 2017](#)

13. Letter of Opposition Regarding Senate Bill 649 - Wireless "Small Cell" [17-0304](#)  
Communication Facilities Discretionary Review (Community  
Development Director McIntosh, Public Works Director Katsouleas and  
Information Technology Director Taylor).  
**OPPOSE LEGISLATION**

**Attachments:** [Senate Bill 649](#)

**K. CITY COUNCIL REPORTS, OTHER COUNCIL BUSINESS, AND COMMITTEE  
AND TRAVEL REPORTS**

- I. Consideration of Cancelling City Council Meeting (Councilmember  
Montgomery).**

**II. Discussion of Public Comment (Councilmember Napolitano).****L. FUTURE DISCUSSION ITEMS****M. CITY MANAGER REPORT****N. CITY ATTORNEY REPORT****O. INFORMATIONAL ITEMS**

*This section is for items that do not require City Council action.*

**14. Commission Minutes:**[17-0298](#)

This Item Contains Minutes of the following City Commission and Subcommittee Meetings:

- a) Planning Commission Action Meeting Minutes of June 14, 2017 (Community Development Director McIntosh)
- b) Finance Subcommittee Meeting Minutes of June 15, 2017 (Finance Director Moe).

**INFORMATION ITEM ONLY**

**Attachments:** [Planning Commission Action Meeting Minutes of June 14, 2017](#)  
[Finance Subcommittee Meeting Minutes of June 15, 2017](#)

**P. CLOSED SESSION****Q. ADJOURNMENT****R. FUTURE MEETINGS****CITY COUNCIL MEETINGS**

*July 18, 2017 - Tuesday -- 6:00 PM - City Council Meeting*  
*August 1, 2017 - Tuesday -- 6:00 PM - City Council Meeting*  
*August 15, 2017 - Tuesday -- 6:00 PM - City Council Meeting*  
*September 5, 2017 - Tuesday -- 6:00 PM - City Council Meeting*  
*September 19, 2017 - Tuesday -- 6:00 PM - City Council Meeting*  
*October 3, 2017 - Tuesday -- 6:00 PM - City Council Meeting*  
*October 17, 2017 - Tuesday -- 6:00 PM - City Council Meeting*  
*November 7, 2017 - Tuesday -- 6:00 PM - City Council Meeting*  
*November 21, 2017 - Tuesday -- 6:00 PM - City Council Meeting*  
*December 5, 2017 - Tuesday -- 6:00 PM - City Council Meeting*  
*December 19, 2017 - Tuesday -- 6:00 PM - City Council Meeting*

**BOARDS, COMMISSIONS AND COMMITTEE MEETINGS**

July 10, 2017 - Monday - 6:30 PM - Library Commission Meeting  
July 11, 2017 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting  
July 12, 2017 - Wednesday - 6:30 PM - Planning Commission Meeting  
July 24, 2017 - Monday - 6:30 PM - Parks and Recreation Commission Meeting  
July 26, 2017 - Wednesday - 6:30 PM - Planning Commission Meeting  
July 27, 2017 - Thursday - 6:30 PM - Parking and Public Improvements Commission  
August 7, 2017 - Monday - 6:30 PM - Library Commission Meeting  
August 8, 2017 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting  
August 9, 2017 - Wednesday - 6:30 PM - Planning Commission Meeting  
August 23, 2017 - Wednesday - 6:30 PM - Planning Commission Meeting  
August 24, 2017 - Thursday - 6:30 PM - Parking and Public Improvements Commission  
August 28, 2017 - Monday - 6:30 PM - Parks and Recreation Commission Meeting  
September 11, 2017 - Monday - 6:30 PM - Library Commission Meeting  
September 12, 2017 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting  
September 13, 2017 - Wednesday - 6:30 PM - Planning Commission Meeting  
September 25, 2017 - Monday - 6:30 PM - Parks and Recreation Commission Meeting  
September 27, 2017 - Wednesday - 6:30 PM - Planning Commission Meeting  
September 28, 2017 - Thursday - 6:30 PM - Parking and Public Improvements Commission  
October 9, 2017 - Monday - 6:30 PM - Library Commission Meeting  
October 10, 2017 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting  
October 11, 2017 - Wednesday - 6:30 PM - Planning Commission Meeting  
October 23, 2017 - Monday - 6:30 PM - Parks and Recreation Commission Meeting  
October 25, 2017 - Wednesday - 6:30 PM - Planning Commission Meeting  
October 26, 2017 - Thursday - 6:30 PM - Parking and Public Improvements Commission

**S. CITY OFFICES CLOSED****CITY HOLIDAYS:**

September 4, 2017 - Monday - Labor Day  
October 9, 2017 - Monday - Columbus Day  
November 11, 2017 - Saturday - Veterans Day (Non-Business Day)  
November 23-24, 2017 - Thursday & Friday - Thanksgiving Holiday  
December 25, 2017 - Monday - Christmas Day Observed  
January 1, 2018 - Monday - New Years Day Observed  
January 15, 2018 - Monday - Martin Luther King Day  
February 19, 2018 - Monday - Presidents Day  
May 28, 2018 - Monday - Memorial Day  
July 4, 2018 - Wednesday - Independence Day



**CITY OFFICES CLOSED ON FOLLOWING ALTERNATIVE FRIDAYS:**

*July 7, 2017 - Friday*  
*July 21, 2017 - Friday*  
*Aug. 4, 2017 - Friday*  
*Aug. 18, 2017 - Friday*  
*Sept. 1, 2017 - Friday*  
*Sept. 15, 2017 - Friday*  
*Sept. 29, 2017 - Friday*  
*Oct. 13, 2017 - Friday*  
*Oct. 27, 2017 - Friday*  
*Nov. 10, 2017 - Friday*  
*Nov. 24, 2017 - Friday*  
*Dec. 8, 2017 - Friday*  
*Dec. 22, 2017 - Friday*



**Agenda Date:** 7/5/2017

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**TO:**

Members of the City Council

**FROM:**

Mayor Lesser

**SUBJECT:**

Presentation of Plaques to Outgoing Planning Commissioners: Bordokas and Conaway; Outgoing Parking and Public Improvements Commissioners: Fournier and King; Outgoing Cultural Arts Commissioner: Friedman; and Outgoing Parks & Recreation Commissioners Jones and Lauson.

**PRESENT**

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**The City Council of the City of Manhattan Beach  
Does Hereby Proudly Recognize  
The Following Commissioners  
for their  
Service to the City of Manhattan Beach**

**Planning Commission**

**Penny Bordokas  
Chris Conaway**

**Parking and Public Improvements Commission**

**Stewart Fournier  
Kyle King**

**Cultural Arts Commission**

**Elisse Friedman**

**Parks & Recreation Commission**

**Janet Krause Jones  
Grace Lauson**



**Agenda Date:** 7/5/2017

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**TO:**

Members of the City Council

**FROM:**

Mayor Lesser

**SUBJECT:**

Presentation of Certificates of Recognition to the Sponsors of the Annual Manhattan Beach Holiday Fireworks.

**PRESENT**

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**The City Council of the City of Manhattan Beach  
Does Hereby Proudly Recognize  
the Following as  
Manhattan Beach Holiday Fireworks  
Sponsors**

Pete Moffett  
MB Fireworks, Inc.

Frances Raven Marquez  
Fireworks America

John Noonan  
Fireworks America

Kelly Stroman  
Downtown Manhattan Beach  
Business & Professional Association

Francisco Rendon  
Anheuser Busch Beach Cities

Mike Sullivan & Steven McClintock  
LAcarGuy

Jeff Schumacher  
BCG Digital Ventures

Bob Beverly  
Shellback Tavern

Kim Komick  
KKC Fine Homes

Shannon Ryan  
Manhattan Beach Rotary Club

Andrisa Sperber  
Manhattan Beach Toyota

Sherry Kramer  
Continental Development Corporation

Michael Greenberg  
Skechers USA

The Simms Family  
The Kettle

Mike Simms  
The Simms Restaurant Group

Jack Gillespie  
Gillespie-Host Group

John Frazee  
Giuliano's Deli and Bakery

Jim Van Zanten  
The Van Zanten Group

Bob McDaniel & Suzanne Sharer  
South Bay Automation

John Chuka  
NW Real Estate Brokers

Tiffany Lesperance  
The Belamar Hotel

Kierston Allen  
Dealer.com

Robert Ginsburg  
Sparks Marketing Group

Elizabeth Zardaryan  
Union Bank

Phil Jeffrey & Lilly Chang

Chet Pipkin  
Belkin International

John Ankwicz Family

Richard & Diane Montgomery

Nick Tell Family

Andrey Primushko  
United Taxi Company

Russ Lesser  
Body Glove





**Agenda Date:** 7/5/2017

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**TO:**

Members of the City Council

**FROM:**

Mayor Lesser

**SUBJECT:**

Presentation of a Certificate of Recognition to Carter Gaede for Winning the 2017 Drive, Chip & Putt Championship at Augusta National Golf Club in the 7-9 Boys Division.

**PRESENT**

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**The City Council of the City of Manhattan Beach  
Does Hereby Proudly Recognize  
Carter Gaede  
for Winning the  
2017 Drive, Chip & Putt Championship  
at Augusta National Golf Club  
in the 7-9 Boys Division**



**Agenda Date:** 7/5/2017

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Liza Tamura, City Clerk

**SUBJECT:**

City Council Minutes:

This Item Contains Minutes of the following City Council Meeting:

- a) City Council Adjourned Regular Meeting (Budget Study Session #2) Minutes of May 30, 2017
- b) City Council Adjourned Regular Meeting (Joint City Council/Parks and Recreation Commission, Library Commission and Cultural Arts Commission) Minutes of June 5, 2017

(City Clerk Tamura).

**APPROVE**

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**RECOMMENDATION:**

The attached minutes are for information only:

Attachments:

- 1. City Council Adjourned Regular Meeting (Budget Study Session #2) Minutes of May 30, 2017
- 2. City Council Adjourned Regular Meeting (Joint City Council/Parks and Recreation Commission, Library Commission and Cultural Arts Commission) Minutes of June 5, 2017



# City of Manhattan Beach

1400 Highland Avenue  
Manhattan Beach, CA 90266



## Meeting Minutes - Draft

Tuesday, May 30, 2017

6:00 PM

Budget Study Session #2

City Council Chambers

**City Council Adjourned Regular Meeting**

**PLEASE NOTE THAT THE CITY ARCHIVES THE VIDEO RECORDINGS OF ALL REGULAR CITY COUNCIL MEETINGS AND THE VIDEO FOR THIS MEETING IS HEREBY INCORPORATED BY THIS REFERENCE. ALSO IN SUPPORT OF MORE TRANSPARENCY AND THE AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE, THE CITY OFFERS CLOSED CAPTIONING FOR REGULAR CITY COUNCIL MEETINGS. FOR A COMPLETE RECORD OF THIS CITY COUNCIL MEETING, GO TO: [www.citymb.info/city-officials/city-clerk/city-council-meetings-agendas-and-minutes](http://www.citymb.info/city-officials/city-clerk/city-council-meetings-agendas-and-minutes)**

**CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING**

**BELOW ARE THE AGENDA ITEMS TO BE CONSIDERED.**

**A. CALL MEETING TO ORDER**

*At 6:00 PM, Mayor Lesser called the meeting to order.*

**B. PLEDGE TO THE FLAG**

*Mayor Lesser led the Pledge of Allegiance.*

**C. ROLL CALL**

**Present** 5 - Mayor David Lesser, Mayor Pro Tem Amy Howorth, City Councilmember Steve Napolitano, City Councilmember Nancy Hersman, and City Councilmember Richard Montgomery

**D. PUBLIC COMMENTS (3 MINUTES PER PERSON PER ITEM)**

*Jim Burton spoke about the Veterans Parkway Preliminary Design Project and encouraging the City Council to examine costs and savings as projects get brought back for City Council review.*

## E. OLD BUSINESS

1. Presentation of the Proposed 5-Year Capital Improvement Program (CIP) for FY 2017-2018 Through FY 2021-2022 (Public Works Director Katsouleas). [17-0244](#)

### RECEIVE REPORT; DISCUSS AND PROVIDE DIRECTION

*Mayor Lesser introduced the item and Public Works Director Stephanie Katsouleas provided the PowerPoint presentation.*

*Public Works Director Katsouleas, Finance Director Bruce Moe, Parks and Recreation Director Mark Leyman and City Engineer Prem Kumar responded to City Council questions.*

**A motion was made by Councilmember Hersman, seconded by Mayor Pro Tem Howorth to receive the report regarding the Capital Improvement Plan with the following direction from City Council to move forward with the projects outlined within the Streets and Sidewalks Fund, Water Fund, Storm Water Fund, Wastewater Fund, Refuse Fund, City Parking Fund, State Pier & Parking Lots Fund, and CIP Fund. In addition, City Council requested to review the finishings of the City Hall 1st and 2nd Floor Restroom Remodel when the bid is awarded at a later City Council meeting, agendaize the Safe Routes to School Project at Polliwog Park for City Council review, and reduce the scope of the Park Master Plan. A motion carried by the following vote:**

**Aye:** 5 - Mayor Lesser, Mayor Pro Tem Howorth, City Councilmember Napolitano, City Councilmember Hersman and City Councilmember Montgomery

*At 7:48 PM City Council recessed and reconvened at 8:00 PM with all Councilmembers present.*

2. Budget Study Session #2: Fiscal Year 2017-2018 Proposed Operating Budget (Finance Director Moe).

[17-0245](#)

**RECEIVE REPORT; DISCUSS AND PROVIDE DIRECTION**

*Mayor Lesser introduced the item and Finance Director Bruce Moe provided the PowerPoint presentation.*

*Finance Director Moe, Public Works Director Stephanie Katsouleas, City Manager Mark Danaj, and Parks and Recreation Director Mark Leyman responded to City Council questions.*

*Mayor Lesser opened the floor to public comment.*

*Mark Lipps from the Manhattan Beach Chamber of Commerce spoke about the legacy of the Chamber of Commerce, the services the Chamber can provide to the City, and consideration of funding towards the Chamber.*

*Jane Guthrie, Chair of the Manhattan Beach Conservancy, discussed the value of a survey of historical resources and advocated to initiate the Mills Acts and Landmark Program.*

*Craig Cadwalder discussed the importance of maintaining the Environmental Programs Manager position.*

*Seeing no further requests to speak, Mayor Lesser closed the floor to public comment.*

**A motion was made by Mayor Lesser, seconded by Councilmember Hersman to prepare the Proposed Fiscal Year 2017-2018 Biennial Operating Budget incorporating the following Budget Expenditure Reduction Options from Attachment #1 that include: #3, #4, #7, #10, #14, #17, #22, #23, #24, #25, #26, #27, #28, #29, #30, #32, #34, #35, #36, #37, #45, #58, #60, #62, as well as a \$3,000 expenditure for a paid summer internship program and proceed with Community Development Department staffing changes. In addition, agendaize Revenue Enhancement Options #2, #3, #4 reflected in Attachment #2 for future consideration.**

**A motion carried by the following vote:**

**Aye: 5 - Mayor Lesser, Mayor Pro Tem Howorth, City Councilmember Napolitano, City Councilmember Hersman and City Councilmember Montgomery.**

**F. ADJOURNMENT**

*At 10:33 PM Mayor Lesser adjourned the meeting to the City Council Adjourned Regular Joint Meeting with the Parks and Recreation Department Commissions on June 5, 2017 at 6:00 PM.*



\_\_\_\_\_  
**George Gabriel**  
**Recording Secretary**

\_\_\_\_\_  
**David Lesser**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Liza Tamura**  
**City Clerk**

	Department	Category	Account	Line Item	Amount	Tier 1	Tier 2	Tier 3	Description
58	Management Services	Mayors Youth Council	100-11-011-5262	5	\$ (2,000)	(2,000)	-	-	- The City requires any volunteers for MYC to be fingerprinted. Historically, this charge has come from the HR budget, but because it is a City Council program, it will be charged to the City Council. Future charges for fingerprinting will be less than in prior years because volunteers will not have to be scanned every year. MYC has trust account with \$14,260.77 at beginning of FY16-17 and \$3500 was used for expenditures during the year. The City contributes in-kind donations, such as staff time and use of City resources, like rooms or nametags. The fingerprinting services are also considered in-kind services. Eliminating this allocation will not impact the MYC or the services they receive from the City.
3	Finance	Advertising for Community Meetings	100-12-011-5101	5	(9,300)	(9,300)	-	-	Includes Budget Letter previously mailed to households for which little response was received, as well as a banner announcing the budget community meeting. Staff will utilize social media, print media, City website and community announcements during Council meetings to advertise the meetings.
7	Finance	Community Budget Meeting/Survey	100-12-011-5101	6	(15,000)	(15,000)	-	-	These meetings were previously facilitated by an outside firm. Staff will conduct these meetings going forward.
10	Finance	GovInvest Actuarial Software	100-12-011-5104	4	(6,000)	-	(6,000)	-	The goal was to be able to utilize this software to run in-house estimates of pension costs under "what-if" scenarios. Given the complexities and the need for more exact projections, staff prefers to retain the services of a professional actuary on an as-needed basis.
14	Finance	Commercial Enterprise Audits	100-12-011-5103	1	(20,000)	(20,000)	-	-	The major audits have been completed or are financially provided for with current funds. The next round of audits will be performed in 3-4 years therefore funds may be reduced until that time.
28	Finance	OPEB Actuarial Study	100-12-021-5101	2	(7,000)	(7,000)	-	-	Staff has identified a less expensive actuary to use for this requirement, thereby reducing the budgeted funds by \$7,000 to \$5,000.
32	Finance	Block & Associates Actuaries	100-12-021-5101	1	(1,200)	(1,200)	-	-	Biennial actuarial services are performed on dormant City pension plans to ensure adequate funding. This reduction reflects the recent cost trends for those studies
37	Finance	Overtime	100-12-041-4111	1	(400)	(400)	-	-	Reduction for minimal overtime based on trends.
45	Finance	Local business longevity awards program	100-12-032-5217	1	(300)	(300)	-	-	Annual awards program to be absorbed by Economic Vitality program budget. This pays for plaques and certificates.
30	Fire	Department Supplies	100-16-041-5217	5	(8,000)	(8,000)	-	-	Trimming a portion of supplies budget for unanticipated equipment and supplies.

34	Fire	Uniforms/Safety Equipment	100-16-011-5206	2	(1,000)	(1,000)	-	-	Funds budgeted annually for replacement of personal protective equipment. All personal protective equipment is currently up to date.
60	Fire	Overtime Sworn Employees	100-16-***-4112	0	(27,000)	(27,000)	-	-	Reductions are related to decreases in training in non-Operational Divisions budgets. This reduction is in contractual overtime obligation that no longer exists in the current contract. This will affect overtime and backfill for training related to managing hazardous materials incidents and fire investigations. Individuals holding certifications for these specialties are not required to attend additional training. The Department funded this training to allow individuals to maintain their skill level and stay current with industry practices.
62	Fire	Overtime for MOU Training	100-16-011-4112	2	(8,000)	(8,000)	-	-	General reduction based on past spending trends.
4	Public Works	Advertising for CIP bids	100-18-021-5207	1	(1,200)	(1,200)	-	-	This expense will be transferred to the CIP project budgets as part of the total cost to implement the project. No impact on services.
17	Public Works	Reduce Engineering Contract Services	100-18-021-5101	4	(11,750)	(11,750)	-	-	If Public Works receives 4 additional engineers, work that is currently contracted out will be absorbed and performed in house.
23	Public Works	Eliminate hotspot access	100-18-011-5101	2	(504)	(504)	-	-	There is no impact to operations. Staff can use cell phones and Wi-Fi in lieu of iPad or computer access when needed.
24	Public Works	Remove fence at 2613 Crest	100-18-032-5101	5	(380)	(380)	-	-	History of fence is unclear; no impact to operations to remove it.
27	Public Works	Eliminate Storage for Ceramics	615-18-041-5217	14	(8,600)	(8,600)	-	-	No further need and no impact on the department. This cost was scheduled to be eliminated in next biennial budget cycle.
22	Information Technology	Broadband mobile connection	605-19-051-5101	2	(867)	(867)	-	-	Wide Area Expansion completion will reduce the need for staff use of broadband mobile devices while in the field.
25	Information Technology	Changed Internet Access Provider	605-19-051-5104	3	(22,801)	(22,801)	-	-	Changing Internet Service Provider via RFP process reduces annual service cost and increased bandwidth. This cost was scheduled to be eliminated in next biennial budget cycle.
26	Information Technology	TW Fiber Maintenance Services for select City locations (increase to support redundant network)	605-19-051-5101	4	(18,400)	(18,400)	-	-	The increase in internet bandwidth and adding internet connectivity at the city yard, city hall, and fire station 2 will also be used for failover/redundancy if the fiber to these facilities is cut. This cost was scheduled to be eliminated in next biennial budget cycle.
29	Information Technology	Overtime to oversee broadcast contractors	605-19-051-4111	2	(3,512)	(3,512)	-	-	IT recently selected broadcast vendor to provide broadcast services for council and commission meeting. Hence, reducing overtime required by city staff to broadcast the meetings.
35	Information Technology	Wireless Access Point	605-19-051-5213	4	(920)	(920)	-	-	By reducing the quantity of scheduled access point refresh deployments to city facilities, annual maintenance costs will be further reduced.

36	Information Technology	Overtime	100-19-052-4111	1	(500)	(500)	-	-	Overtime due to broadcast assistance (GIS Tech average 3 hrs/month).
					<b>(174,634)</b>	<b>(168,634)</b>	<b>(6,000)</b>	-	
Add	Management Services	Paid Summer Internship Program			\$ 3,000				
Add	Community Development	Community Development Positions			40,200				Building Supervisor, Two FT Admin Clerks less offsets
					<b>(131,434)</b>	-	-	-	

Revenue Enhancements for further review

City Council Meeting  
July 5, 2017

Department	Description	Amount	Fund	Comments/Impacts
Parks and Recreation	Alcohol Sponsorships	50,000	General	Sponsorship opportunities through special events (i.e. Concerts in the Park, MBO Tennis Tournament) are estimated to generate an additional \$50,000 in sponsorship revenue.
3 Management Services	Provide Passport Services	25,000	General	This is an estimate based on the fee of \$25/passport and the projection of reviewing about 1000 passport applications per year.
4 Management Services	City Store	10,000	General	This is a very conservative, general estimate.
	<b>TOTAL</b>	<b>\$85,000</b>		



# City of Manhattan Beach

1400 Highland Avenue  
Manhattan Beach, CA 90266



## Meeting Minutes - Draft

Monday, June 5, 2017

6:00 PM

Joint City Council/Parks and Recreation Commission, Library  
Commission and Cultural Arts Commission Meeting  
Police/Fire Conference Room  
400 15th Street  
Manhattan Beach, CA 90266

**City Council Adjourned Regular Meeting**

**PLEASE NOTE THAT THE CITY ARCHIVES THE VIDEO RECORDINGS OF ALL REGULAR CITY COUNCIL MEETINGS AND THE VIDEO FOR THIS MEETING IS HEREBY INCORPORATED BY THIS REFERENCE. ALSO IN SUPPORT OF MORE TRANSPARENCY AND THE AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE, THE CITY OFFERS CLOSED CAPTIONING FOR REGULAR CITY COUNCIL MEETINGS. FOR A COMPLETE RECORD OF THIS CITY COUNCIL MEETING, GO TO: [www.citymb.info/city-officials/city-clerk/city-council-meetings-agendas-and-minutes](http://www.citymb.info/city-officials/city-clerk/city-council-meetings-agendas-and-minutes)**

**BELOW ARE THE AGENDA ITEMS TO BE CONSIDERED.**

**CALL MEETING TO ORDER**

At 6:00 PM, Mayor Lesser called the meeting to order.

**PLEDGE TO THE FLAG**

Mayor Lesser led the Pledge of Allegiance.



## ROLL CALL

### City Council

Present - Mayor Lesser, Mayor Pro Tem Howorth, Councilmember Napolitano, Councilmember Hersman, and Councilmember Montgomery

### Parks and Recreation Commission

Present - Chairman Krager, Commissioner Weiner, Commissioner Allen, Commissioner Allen, Commissioner Allard, and Commissioner Tuffli

### Cultural Arts Commission

Present - Chairman Gill, Commissioner May, Commissioner Manna, Commissioner Priogozihn, Commissioner Rubino, and Commissioner Chase

### Library Commission

Present - Chairman Casady Commissioner Schreiner, Commissioner Kunkee, and Commissioner Scalabrini.

Absent - Vice-Chairman Elasowich and Commissioner Hutsvedt

### Staff

Present - City Manager Mark Danaj, Assistant City Manager Nadine Nader, City Attorney Quinn Barrow, Parks and Recreation Director Mark Leyman, City Clerk Liza Tamura, Senior Deputy City Clerk Martha Alvarez, Management Analyst Kendra Davis, Management Analyst George Gabriel, Recreation Services Manager Jessica Vincent, Recreation Services Manager Eve Kelso, Cultural Arts Manager Martin Betz, and Management Analyst Linda Robb

## PUBLIC COMMENTS (3 MINUTES PER PERSON PER ITEM)

## GENERAL BUSINESS

1. Discussion of Parks and Recreation Commission, Library Commission, and Cultural Arts Commission Proposed Work Plans (Parks and Recreation Director Leyman).

[17-0263](#)

**DISCUSS AND PROVIDE DIRECTION**

*Mayor Lesser convened the Joint Meeting beginning with the Parks and Recreation Commission.*

*Parks and Recreation Director Mark Leyman introduced the Work Plan discussion for City Council consideration.*

*Parks and Recreation Chairman Suzanne Krager provided a presentation to City Council on the proposed Parks and Recreation Work Plan for the upcoming year, as identified in the staff report.*

*Parks and Recreation Commissioners and Parks and Recreation Director Leyman responded to City Council questions.*

*City Council provided direction regarding the proposed Parks and Recreation Commission Work Plan to include: Cost estimates for a potential Parks Master Plan, examine previous plans completed regarding Parks and Recreation services or amenities, review rates, fees paid, and make recommendations regarding the User Group Field Allocation Policy and costs, and recognize members of the community solely at City Council meetings.*

*Mayor Lesser convened the Joint Meeting with the Cultural Arts Commission.*

*Parks and Recreation Director Mark Leyman introduced the Work Plan discussion for City Council consideration.*

*Cultural Arts Chairman Gill provided a presentation to City Council on the proposed Cultural Arts Work Plan for the upcoming year.*

*Cultural Arts Commissioners and Parks and Recreation Director Leyman responded to City Council questions.*

*City Council provided direction regarding the proposed Cultural Arts Commission Work Plan to include: review of all public art in the City and associated costs, potentially covering utility boxes with public art, future discussion and options on Public Art Trust Fund, continue efforts to integrate Manhattan Beach students in Cultural Arts programs, review wayfinding sign program, review Strand Alcove Bench program, and examine permanent public art opportunities*

*At 7:12 PM City Council recessed and reconvened at 7:27 with all Councilmembers present.*

*At 7:27 PM Mayor Lesser convened the Joint Meeting meeting with the Library Commission.*

*Parks and Recreation Director Mark Leyman introduced the Work Plan discussion for City Council consideration.*

*Library Commissioner Chairman Casady provided a presentation to City Council on*

*the proposed Library Arts Work Plan for the upcoming year.*

*Library Commissioners, Parks and Recreation Director Leyman, and Recreation Services Manager Eve Kelso responded to City Council questions.*

*City Council provided direction regarding the proposed Library Commission Work Plan to include all proposed projects by the Library Commission including curating for display. City Council also suggested the following: examine transportation options at the Library, enhance service opportunities for Seniors on the east side of Manhattan Beach, and integration of Los Angeles County's MakMo program.*

**ADJOURNMENT**

*At 7:55 PM Mayor Lesser adjourned the meeting.*

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**George Gabriel**  
**Recording Secretary**

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**David Lesser**  
**Mayor**

**ATTEST:**

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**Liza Tamura**  
**City Clerk**



**Agenda Date:** 7/5/2017

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Bruce Moe, Finance Director

**SUBJECT:**

Financial Report:

- a) Schedule of Demands: June 8, 2017
- b) Investment Portfolio for the Month Ending May 31, 2017
- c) Month End Report for May 31, 2017  
(Finance Director Moe).

**ACCEPT REPORT AND DEMANDS**

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**RECOMMENDATION:**

Staff recommends that the City Council accept the attached reports and demands.

**FISCAL IMPLICATIONS:**

The financial report included herein is designed to communicate fiscal activity based upon adopted and approved budget appropriations. No further action of a fiscal nature is requested as part of this report.

The total value of the warrant registers for June 8, 2017 is \$3,564,963.76.

**BACKGROUND:**

Finance staff prepares a variety of financial reports for City Council and the Finance Subcommittee. A brief discussion of the attached report follows.

**DISCUSSION:**

Schedule of Demands:

Every two-weeks staff prepares a comprehensive listing of all disbursements with staff certification that the expenditure transactions listed have been reviewed and are within budgeted appropriations.

Investment Portfolio:

Detailed Investment reports are provided to the Finance Subcommittee with summary reporting to City Council. The month end portfolio includes a certification by the Finance Director that all investments comply with established Investment Policies (or with Finance Subcommittee approved exceptions) and there is sufficient liquidity to support projected expenditures.

Month End Report:

This package includes summary level financial information for the month ending May 31, 2017. This report marks the eleventh month of the fiscal year 2016-2017, and reflects the annual budget adopted by City Council.

The report provides monthly and year-to-date activity for all funds and departments presenting a snapshot of budget performance. A report highlighting the performance of key revenue sources is also included.

**CONCLUSION:**

Staff recommends that the City Council accept the attached reports and demands.

Attachments:

1. Schedule of Demands for June 8, 2017
2. Investment Portfolio for the Month May 31, 2017
3. Month End Report for May 31, 2017

# City of Manhattan Beach




## Schedule of Demands June 8, 2017

**CITY OF MANHATTAN BEACH**  
WARRANT REGISTER

WARRANT(S) WR 25A & WR 25B  
DATED: 06/8/2017

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$3,564,963.76 HAVE BEEN REVIEWED AND THAT SAID CLAIMS OR DEMANDS ARE ACCURATE, ARE IN CONFORMANCE WITH THE ADOPTED BUDGET, AND THAT THE FUNDS ARE AVAILABLE THEREOF.

  
\_\_\_\_\_  
FINANCE DIRECTOR

THIS 5TH DAY OF JULY

  
\_\_\_\_\_  
CITY MANAGER

WARRANT REGISTER(S)	WR 25A & WR 25B	WARRANT(S)	25A	386,006.53
			25B	1,978,637.78
		PREPAID WIRES / MANUAL CKS	25A	273,427.61
			25B	
		<b>SUBTOTAL WARRANTS</b>		<u>2,638,071.92</u>
		VOIDS	25A	(290.00)
		PAYROLL PE 05/26/2017	PY	927,181.84
		<b>TOTAL WARRANTS</b>		<u><u>3,564,963.76</u></u>



**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 25a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
6052017	6/5/2017	T	UNION BANK	F.I.T./MEDICARE/S.I.T.	273,427.61
<b>SUBTOTAL</b>					<b>273,427.61</b>
529089	6/1/2017	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	7,911.18
529090	6/1/2017	N	FRONTIER CALIFORNIA INC	CABLE SERVICE	126.98
529091	6/1/2017	N	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - CITY MANAGER: PAYMENT	847.27
529092	6/1/2017	N	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - 2.5%: PAYMENT	2,791.59
529093	6/1/2017	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP AND 457 LOAN REPAY	72,589.19
529094	6/1/2017	N	ICMA RETIREMENT TRUST 401	LOAN REPAY 401 - 4.5%: PAYMENT	6,271.41
529095	6/1/2017	N	INCONTACT INC	LONG DISTANCE SERVICE	227.60
529096	6/1/2017	N	JENNIFER KALLOK	EARNINGS WITHHOLDING	184.62
529097	6/1/2017	N	M B POLICE MGMT ASSC	DUES \$ (POL MGT ASSN): PAYMENT	399.00
529098	6/1/2017	N	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	5,775.45
529099	6/1/2017	N	MBPOA RETIREE	MD TRUST (MED TRUST): PAYMENT	2,175.00
529100	6/1/2017	N	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	273,492.29
529101	6/1/2017	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	859.85
529102	6/1/2017	N	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	7,341.22
529103	6/1/2017	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMENT	2,701.21
529104	6/1/2017	N	UNITED PARCEL SERVICE	DELIVERY SERVICE	51.60
529105	6/1/2017	N	VANTAGEPOINT TRANSFER AGENTS	RETMNT HLTH SAVINGS CONTRIB: PAYMENT	1,707.22
529106	6/1/2017	N	ROBIN L VARGAS	EARNINGS WITHHOLDING	553.85
<b>SUBTOTAL</b>					<b>386,006.53</b>

**CITY OF MANHATTAN BEACH  
WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 25a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
COMBINED TOTAL					<b>659,434.14</b>

**PAYMENT LEGEND:**  
T = Wire Transfers  
N = System Printed Checks  
H = Hand Written Checks

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER  
 CHECKS EQUAL TO OR ABOVE  
 \$2,500.00**

WARRANT BATCH NUMBER: **wr 25a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
6052017	6/5/2017	T	UNION BANK	F.I.T./MEDICARE/S.I.T.	273,427.61
<b>SUBTOTAL</b>					<b>273,427.61</b>
529089	6/1/2017	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	7,911.18
529092	6/1/2017	N	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - 2.5%: PAYMENT	2,791.59
529093	6/1/2017	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP AND 457 LOAN REPAY	72,589.19
529094	6/1/2017	N	ICMA RETIREMENT TRUST 401	LOAN REPAY 401 - 4.5%: PAYMENT	6,271.41
529098	6/1/2017	N	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	5,775.45
529100	6/1/2017	N	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	273,492.29
529102	6/1/2017	N	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	7,341.22
529103	6/1/2017	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMENT	2,701.21
<b>SUBTOTAL</b>					<b>378,873.54</b>
<b>COMBINED TOTAL</b>					<b>652,301.15</b>

**PAYMENT LEGEND:**  
 T = Wire Transfers  
 N = System Printed Checks  
 H = Hand Written Checks

### Check History Listing CITY OF MANHATTAN BEACH

Bank code: union

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
527143	12/22/2016	35557 COLLEEN DANIELLE COTTON	V	06/01/2017	15-04403	11/29/2016	290.00	290.00

union Total: 290.00

1 checks in this report

Total Checks: 290.00

Report of Warrant Disbursements  
wr 25a

Description	Amount
General	652,544.59
Water	6,167.52
Waste Water	88.89
Parking	279.04
Building Maintenance	354.10
	<hr/> 659,434.14
	<hr/> <hr/> 659,434.14

City Council Meeting  
July 5, 2017

501

503

520

615

wr 25a

**CITY OF MANHATTAN BEACH PAYROLL**  
**PAY PERIOD: 05/13/17 TO 05/26/17**  
**PAY DATE: 06/02/17**

**NET PAY 927,181.84**

5/13/2017

5/26/2017

**CITY OF MANHATTAN BEACH PAYROLL REPORT**

PAYROLL PERIOD ENDING DATE

5/26/2017

FUND	<u>DESCRIPTION</u>	AMOUNT
100	General Fund	1,249,736.47
210	Asset Forfeiture Fund	2,317.42
230	Prop. A Fund	21,056.28
232	AB 2766 Air Quality Fund	840.00
501	Water Fund	28,258.12
502	Stormwater Fund	3,232.42
503	Wastewater Fund	7,886.34
510	Refuse Fund	4,241.86
520	Parking Fund	3,147.25
521	County Parking Lots Fund	848.44
522	State Pier and Parking Lot Fund	848.44
601	Insurance Reserve Fund	13,956.47
605	Information Technology Fund	31,206.47
610	Fleet Management Fund	7,854.37
615	Building Maintenance & Operations Fund	13,636.81
801	Pension Trust Fund	9,051.50
		<hr/>
	<b>Gross Pay</b>	1,398,118.66
	<b>Deductions</b>	470,936.82
	<b>Net Pay</b>	<hr/> <hr/> <b>927,181.84</b>

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 25b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
529107	6/8/2017	N	1 800 PACK RAT LLC	STORAGE CONTAINER RENTAL	235.29
529108	6/8/2017	N	1142-1146 MANHATTAN AVE LLC	CLOSED UB OVERPAYMENT-REFUND	614.17
529109	6/8/2017	N	MARY ADAMS	UB OVERPAYMENT REFUND	99.81
529110	6/8/2017	N	ADAMSON POLICE PRODUCTS	EQUIPMENT	582.65
529111	6/8/2017	N	ADPI WEST INC	APRIL 2017 AMBULANCE BILLING	5,506.46
529112	6/8/2017	N	SHAHNAWAZ AHMAD	PIER BOLLARD REPLACEMENT	1,725.00
529113	6/8/2017	N	AM-TEC TOTAL SECURITY INC	MONITORING SERVICES	91.50
529114	6/8/2017	N	ANDERSONPENNA PARTNERS INC	ROUNDHOUSE MARINE STUDIES & AQUARIUM	13,071.66
529115	6/8/2017	N	ANDERSONPENNA PARTNERS INC	ROUNDHOUSE MARINE STUDIES & AQUARIUM	10,662.85
529116	6/8/2017	N	ART TO GROW ON	YOUTH ART INSTRUCTOR	4,368.00
529117	6/8/2017	N	AT&T MOBILITY	CELLULAR CHARGES	100.87
529118	6/8/2017	N	JOHN OR KAREN AVERY	UB OVERPAYMENT REFUND	383.80
529119	6/8/2017	N	BC RENTALS INC	STRIPING SERVICES	9,350.00
529120	6/8/2017	N	WANDA BOYNE BORGERDING	MUSIC INSTRUCTOR	1,407.00
529121	6/8/2017	N	GERALD & ANNE BRETTING	CASH KEY REFUND	13.00
529122	6/8/2017	N	CA NEWSPAPER PARTNERSHIP	ADVERTISING	1,392.00
529123	6/8/2017	N	CA NEWSPAPER PARTNERSHIP	ADVERTISING	294.00
529124	6/8/2017	N	CA WATER SERVICE COMPANY	WATER SERVICE	143.90
529125	6/8/2017	N	CAMBRIDGE SEVEN ASSOCIATES	ROUNDHOUSE MARINE STUDIES & AQUARIUM	34,604.66
529126	6/8/2017	N	CDW GOVERNMENT INC	TONER SUPPLIES	314.96
529127	6/8/2017	N	CHEVRON	REFUND OF UNUSED FUNDS	3,370.45
529128	6/8/2017	N	ELIZABETH CHOI	CASH KEY REFUND	40.00



**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 25b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
529129	6/8/2017	N	CLE ELECTRIC INC	ON-CALL ELECTRICIAN	2,672.00
529130	6/8/2017	N	CLEANSTREET	LANDSCAPE SERVICES EXTRAS	9,033.48
529131	6/8/2017	N	COMCATE SOFTWARE INC	SOFTWARE-CODE ENFORCEMENT	5,748.75
529132	6/8/2017	N	CONTEMPORARY SERVICES CORP	UNARMED SECURITY SERVICES	2,280.82
529133	6/8/2017	N	CORAL BAY HOME LOANS	SKATEBOARD INSTRUCTOR	550.00
529134	6/8/2017	N	ALEX CRAMER	2017 BUSINESS LICENSE OVERPAYMENT	82.58
529135	6/8/2017	N	CROWN BLDG MAINTENANCE CO INC	JANITORIAL SERVICES EXTRAS	8,210.15
529136	6/8/2017	N	CULLIGAN	WATER FILTER LEASE	2.85
529137	6/8/2017	N	DOUGLAS DECASTRO	14-03082C BANNERS/DECALS/SIGNAGE	412.17
529138	6/8/2017	N	DEPARTMENT OF TRANSPORTATION	TRAFFIC SERVICES	3,255.91
529139	6/8/2017	N	DANIEL DOUBROFF	VOLLEYBALL INSTRUCTOR	1,330.00
529140	6/8/2017	N	DUTHIE ELECTRIC SERVICES	AUXILIARY GENERATOR MAINTENANCE SERVI	7,967.15
529141	6/8/2017	N	EXPERIAN INFO SOLUTIONS INC	APPLICANT CREDIT CHECKS	77.71
529142	6/8/2017	N	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	78.65
529143	6/8/2017	N	FIRE INFO SUPPORT SERVICES INC	FIRE DEPT RECORDS MANAGEMENT SOLUTION	3,919.00
529144	6/8/2017	N	JON FITZGERALD	ART INSTRUCTOR	2,500.00
529145	6/8/2017	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	10,579.59
529146	6/8/2017	N	FRONTIER CALIFORNIA INC	CABLE SERVICE	116.98
529147	6/8/2017	N	BRIAN FUJIMOTO	REIMBURSEMENT-TRAVEL EXPENSE	300.00
529148	6/8/2017	N	SUZANNE C GIBSON	ART INSTRUCTOR	417.90
529149	6/8/2017	N	GIRLS ON THE RUN OF LA COUNTY	FITNESS INSTRUCTOR	1,822.50
529150	6/8/2017	N	CINDY GREBLIUNAS	VOLLEYBALL INSTRUCTOR	2,030.00

<b>CITY OF MANHATTAN BEACH</b> <b>WARRANT REGISTER</b>
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WARRANT BATCH NUMBER: **wr 25b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
529151	6/8/2017	N	KEVIN GRES	CONTRACT SERVICES	360.00
529152	6/8/2017	N	GROWING GREAT	COOKING INSTRUCTOR	450.00
529153	6/8/2017	N	ANGELO HATZAKIS	PARKING METER REFUND	1.00
529154	6/8/2017	N	DAREN HICKS	PERMIT REFUND	2,857.85
529155	6/8/2017	N	LORENA HUERTAS	PARKING METER REFUND	1.50
529156	6/8/2017	N	HUNTINGTON BCH MOTORSPORTS INC	MOTORCYCLE PARTS & SERVICE	863.10
529157	6/8/2017	N	STEPHEN ROSS HYDE	BEGG POOL MASTERS SWIM COACH	1,000.00
529158	6/8/2017	N	SHAWN IGOE	REIMBURSEMENT-TRAVEL EXPENSE	523.43
529159	6/8/2017	N	JOAN STEIN JENKINS	PROSECUTION SERVICES	7,249.00
529160	6/8/2017	N	MICHAEL JOHNSON	UB OVERPAYMENT REFUND	45.69
529161	6/8/2017	N	VICTORIA HELEN JOHNSON	ARTHRITIS INSTRUCTOR	585.00
529162	6/8/2017	N	SUZANNE KARGER	COMM CHRG ORDER-SALUTE TROOPS CHALLE	2,075.00
529163	6/8/2017	N	MORGAN ALEXANDRA KARI	ART INSTRUCTOR	521.50
529164	6/8/2017	N	STEPHANIE KATSOULEAS	REIMBURSEMENT-TRAVEL EXPENSE	179.50
529165	6/8/2017	N	RICHARD KIM	PARKING METER REFUND	1.50
529166	6/8/2017	N	MELISSA KNIGHT	REFUND TREE DEPOSIT	800.00
529167	6/8/2017	N	KONICA MINOLTA BUSINESS SOLN	SCANNING SERVICES FOR DOCUMENT IMAGIN	11,000.00
529168	6/8/2017	N	JOSHUA KUENG	REIMBURSEMENT-TRAVEL EXPENSE	670.10
529169	6/8/2017	N	L A COUNTY DEPT OF P W	TRAFFIC SERVICES	6,700.40
529170	6/8/2017	N	L A COUNTY DEPT OF P W	TRAFFIC SERVICES	1,576.31
529171	6/8/2017	N	L A ICE VENTURES LLC	ICE SKATING INSTRUCTOR	4,020.00
529172	6/8/2017	N	LANCE SOLL & LUNGHARD LLP	AUDIT SERVICES	16,000.00

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 25b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
529173	6/8/2017	N	KATHLEEN LE VASSEUR	PARKS & RECREATION REFUND	50.00
529174	6/8/2017	N	CLAIRE LENEY	CASH KEY REFUND	33.00
529175	6/8/2017	N	DAVID LEWIS	CITATION REFUND	53.00
529176	6/8/2017	N	TIM LILLIGREN	REIMBURSEMENT-TRAVEL EXPENSE	894.62
529177	6/8/2017	N	JUSTIN LIU	FALSE ALARM REFUND	380.00
529178	6/8/2017	N	LOGIX SECURITY INC	SECURITY MONITORING	90.00
529179	6/8/2017	N	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	17,497.74
529180	6/8/2017	N	MIKE J MANCE	HIGH-PRESSURE WASHER	8,082.38
529181	6/8/2017	N	MANHATTAN BEACH BADMINTON CLUB	BADMINTON INSTRUCTOR	400.00
529182	6/8/2017	N	MANHATTAN STITCHING COMPANY	SUNSENT LEAGUE BASKETBALL UNIFORMS	6,498.90
529183	6/8/2017	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	3,105.60
529184	6/8/2017	N	CLAUDIA MC SHANE	ADVANCED INDUSTRIAL DISABILITY	4,487.71
529185	6/8/2017	N	MELAD AND ASSOCIATES INC	PLAN CHECK AND INSPECTION SERVICES	68,787.86
529186	6/8/2017	N	CYNTHIA MICKSCHL	REIMBURSEMENT-TRAVEL EXPENSE	189.35
529187	6/8/2017	N	RICHARD MONTGOMERY	REIMBURSEMENT-TRAVEL EXPENSE	360.12
529188	6/8/2017	N	NATALIES CATERING	MEALS FOR SENIOR SERVICES	1,892.25
529189	6/8/2017	N	FRANCES SPRAU NICHOLS	ART INSTRUCTOR	1,090.04
529190	6/8/2017	N	NICK'S	2017 BUSINESS LICENSE OVERPAYMENT	227.16
529191	6/8/2017	N	RYAN R OLSON	VOLLEYBALL INSTRUCTOR	665.00
529192	6/8/2017	N	CHUN-YI PAI	CITATION REFUND	53.00
529193	6/8/2017	N	KAMILA PAVLASKOVA	VOLLEYBALL INSTRUCTOR	1,330.00
529194	6/8/2017	N	PETER POULIOPOULOS	CASH KEY REFUND	155.00

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 25b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
529195	6/8/2017	N	JANET READ	PARKING METER REFUND	2.00
529196	6/8/2017	N	RELIANT IMMED CARE MED GRP INC	CONTRACT SERVICES	676.90
529197	6/8/2017	N	ARS RESCUE ROOTER	PLUMBING SERVICES	1,280.00
529198	6/8/2017	N	RHF INC	15-03427C CONTRACT SERVICES	245.00
529199	6/8/2017	N	JOHN RIZUTO	KILN REPAIR	1,663.19
529200	6/8/2017	N	ROBERT HALF INTERNATIONAL INC	TEMPORARY EMPLOYEE SERVICES	2,476.48
529201	6/8/2017	N	RSB GROUP INC	STRAND STAIRS REHABILITATION	348,790.17
529202	6/8/2017	N	SBRPCA	COMMUNICATIONS EQUIPMENT	10,826.40
529203	6/8/2017	N	JAY SIMPSON	PARKS & RECREATION REFUND	160.00
529204	6/8/2017	N	SKECHERS USA INC	2017 BUSINESS LICENSE OVERPAYMENT-REFUN	1,833.33
529205	6/8/2017	N	SOUTH BAY DOGGIE DAY CARE	2017 BUSINESS LICENSE OVERPAYMENT	79.97
529206	6/8/2017	N	SOUTH BAY FAMILY HEALTH CARE	HEALTH CARE SCREENINGS	3,000.00
529207	6/8/2017	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	3,090.76
529208	6/8/2017	N	SOUTHERN CALIFORNIA GAS CO	GAS LIGHT MAINTENANCE	14,132.51
529209	6/8/2017	N	STATE CONTROLLER'S OFFICE	2016 FTB OFFSET PROGRAM	442.26
529210	6/8/2017	N	PING SU	CITATION REFUND	53.00
529211	6/8/2017	N	SURF CONCEPTS INC	PARKING METER REFUND	4.00
529212	6/8/2017	N	CHAD SWANSON	REIMBURSEMENT-TRAVEL EXPENSE	539.00
529213	6/8/2017	N	SANFORD TAYLOR	REIMBURSEMENT-TRAVEL EXPENSE	17.19
529214	6/8/2017	N	TELES PROPERTIES	2017 BUSINESS LICENSE OVERPAYMENT	369.31
529215	6/8/2017	N	THE PITNEY BOWES BANK INC	POSTAGE REPLENISHMENT	8,000.00
529216	6/8/2017	N	MICHAEL THOMAS	CITATION REFUND	53.00

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 25b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
529217	6/8/2017	N	TURBO DATA SYSTEMS INC	PARKING CITATION PROCESSING CONTRACT	9,057.01
529218	6/8/2017	N	TWO GUNS ESPRESSO	2017 BUSINESS LICENSE OVERPAYMENT	337.26
529219	6/8/2017	N	UNITED PARCEL SERVICE	DELIVERY SERVICE	51.60
529220	6/8/2017	N	US BANCORP CARD SERVICES INC	P-CARD CHARGES	166,669.86
529221	6/8/2017	N	US BANK	DEBT SVC-METLOX/WTR/MARINE	285,432.95
529222	6/8/2017	N	US BANK	TRUSTEE FEES MARINE AVE PARK VARIABLE	275.00
529223	6/8/2017	N	US BANK NA	FUEL PURCHASES-MAY 2017	2,863.13
529224	6/8/2017	N	VAN LINGEN BODY SHOP INC	TOWING AND VEHICLE STORAGE	133.50
529225	6/8/2017	N	VECTOR RESOURCES INC	WAN AND WI-FI EQUIPMENT INSTALLATION	187,332.26
529226	6/8/2017	N	VERIZON CALIFORNIA INC	CONTRACT SERVICES	875.46
529227	6/8/2017	N	VORTEX INDUSTRIES	INDUSTRIAL DOOR & ELECTRONIC GATE MAIN	1,456.80
529228	6/8/2017	N	KAROL WAHLBERG GOLDSMITH	PARKS & RECREATION REFUND	80.00
529229	6/8/2017	N	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	674.95
529230	6/8/2017	N	WASTE MANAGEMENT INC	APRIL 2017 REFUSE	597,448.70
529231	6/8/2017	N	WESTCHESTER MEDICAL GROUP	MEDICAL SERVICES	950.00
529232	6/8/2017	N	SCOTT WHITEHEAD	CASH KEY REFUND	101.00
529233	6/8/2017	N	JOHN EDWARD ZIELLO	COED SLO PITCH/COED KICKBALL	1,600.00
<b>SUBTOTAL</b>					<b>1,978,637.78</b>

CITY OF MANHATTAN BEACH  
WARRANT REGISTER

WARRANT BATCH NUMBER: **wr 25b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
COMBINED TOTAL					<b>1,978,637.78</b>

**PAYMENT LEGEND:**  
T = Wire Transfers  
N = System Printed Checks  
H = Hand Written Checks

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER  
 CHECKS EQUAL TO OR ABOVE  
 \$2,500.00**

WARRANT BATCH NUMBER: **wr 25b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
529111	6/8/2017	N	ADPI WEST INC	APRIL 2017 AMBULANCE BILLING	5,506.46
529114	6/8/2017	N	ANDERSONPENNA PARTNERS INC	ROUNDHOUSE MARINE STUDIES & AQUARIUM	13,071.66
529115	6/8/2017	N	ANDERSONPENNA PARTNERS INC	ROUNDHOUSE MARINE STUDIES & AQUARIUM	10,662.85
529116	6/8/2017	N	ART TO GROW ON	YOUTH ART INSTRUCTOR	4,368.00
529119	6/8/2017	N	BC RENTALS INC	STRIPING SERVICES	9,350.00
529125	6/8/2017	N	CAMBRIDGE SEVEN ASSOCIATES	ROUNDHOUSE MARINE STUDIES & AQUARIUM	34,604.66
529127	6/8/2017	N	CHEVRON	REFUND OF UNUSED FUNDS	3,370.45
529129	6/8/2017	N	CLE ELECTRIC INC	ON-CALL ELECTRICIAN	2,672.00
529130	6/8/2017	N	CLEANSTREET	LANDSCAPE SERVICES EXTRAS	9,033.48
529131	6/8/2017	N	COMCATE SOFTWARE INC	SOFTWARE-CODE ENFORCEMENT	5,748.75
529135	6/8/2017	N	CROWN BLDG MAINTENANCE CO INC	JANITORIAL SERVICES EXTRAS	8,210.15
529138	6/8/2017	N	DEPARTMENT OF TRANSPORTATION	TRAFFIC SERVICES	3,255.91
529140	6/8/2017	N	DUTHIE ELECTRIC SERVICES	AUXILIARY GENERATOR MAINTENANCE SERVI	7,967.15
529143	6/8/2017	N	FIRE INFO SUPPORT SERVICES INC	FIRE DEPT RECORDS MANAGEMENT SOLUTION	3,919.00
529144	6/8/2017	N	JON FITZGERALD	ART INSTRUCTOR	2,500.00
529145	6/8/2017	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	10,579.59
529154	6/8/2017	N	DAREN HICKS	PERMIT REFUND	2,857.85
529159	6/8/2017	N	JOAN STEIN JENKINS	PROSECUTION SERVICES	7,249.00
529167	6/8/2017	N	KONICA MINOLTA BUSINESS SOLN	SCANNING SERVICES FOR DOCUMENT IMAGIN	11,000.00
529169	6/8/2017	N	L A COUNTY DEPT OF P W	TRAFFIC SERVICES	6,700.40
529171	6/8/2017	N	L A ICE VENTURES LLC	ICE SKATING INSTRUCTOR	4,020.00
529172	6/8/2017	N	LANCE SOLL & LUNGHARD LLP	AUDIT SERVICES	16,000.00

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER  
 CHECKS EQUAL TO OR ABOVE  
 \$2,500.00**

WARRANT BATCH NUMBER: **wr 25b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
529179	6/8/2017	N	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	17,497.74
529180	6/8/2017	N	MIKE J MANCE	HIGH-PRESSURE WASHER	8,082.38
529182	6/8/2017	N	MANHATTAN STITCHING COMPANY	SUNSENT LEAGUE BASKETBALL UNIFORMS	6,498.90
529183	6/8/2017	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	3,105.60
529184	6/8/2017	N	CLAUDIA MC SHANE	ADVANCED INDUSTRIAL DISABILITY	4,487.71
529185	6/8/2017	N	MELAD AND ASSOCIATES INC	PLAN CHECK AND INSPECTION SERVICES	68,787.86
529201	6/8/2017	N	RSB GROUP INC	STRAND STAIRS REHABILITATION	348,790.17
529202	6/8/2017	N	SBRPCA	COMMUNICATIONS EQUIPMENT	10,826.40
529206	6/8/2017	N	SOUTH BAY FAMILY HEALTH CARE	HEALTH CARE SCREENINGS	3,000.00
529207	6/8/2017	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	3,090.76
529208	6/8/2017	N	SOUTHERN CALIFORNIA GAS CO	GAS LIGHT MAINTENANCE	14,132.51
529215	6/8/2017	N	THE PITNEY BOWES BANK INC	POSTAGE REPLENISHMENT	8,000.00
529217	6/8/2017	N	TURBO DATA SYSTEMS INC	PARKING CITATION PROCESSING CONTRACT	9,057.01
529220	6/8/2017	N	US BANCORP CARD SERVICES INC	P-CARD CHARGES	166,669.86
529221	6/8/2017	N	US BANK	DEBT SVC-METLOX/WTR/MARINE	285,432.95
529223	6/8/2017	N	US BANK NA	FUEL PURCHASES-MAY 2017	2,863.13
529225	6/8/2017	N	VECTOR RESOURCES INC	WAN AND WI-FI EQUIPMENT INSTALLATION	187,332.26
529230	6/8/2017	N	WASTE MANAGEMENT INC	APRIL 2017 REFUSE	597,448.70

SUBTOTAL **1,927,751.30**



CITY OF MANHATTAN BEACH  
WARRANT REGISTER  
CHECKS EQUAL TO OR ABOVE  
\$2,500.00

WARRANT BATCH NUMBER: **wr 25b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
COMBINED TOTAL					<b>1,927,751.30</b>

**PAYMENT LEGEND:**  
T = Wire Transfers  
N = System Printed Checks  
H = Hand Written Checks



# City of Manhattan Beach

## Investment Portfolio

### May 2017

As Finance Director for the City of Manhattan Beach, I hereby certify that these investments are in compliance with the City's investment policy (unless otherwise noted). Sufficient liquidity has been maintained to meet budget expenditure requirements for the current six month period.



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Bruce Moe, Director of Finance

**CITY OF MANHATTAN BEACH  
Portfolio Management  
Portfolio Summary  
May 1, 2017 through May 31, 2017**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 360 Equiv.</b>	<b>YTM 365 Equiv.</b>
LAIF	31,700,000.00	31,700,000.00	31,700,000.00	28.64	1	1	0.912	0.925
Certificates of Deposit - Bank	2,171,000.00	2,172,019.43	2,171,000.00	1.96	1,698	207	1.099	1.114
Medium Term Notes	20,500,000.00	20,579,980.00	20,612,819.02	18.63	1,115	655	1.535	1.556
Federal Agency Issues - Coupon	56,000,000.00	56,011,360.00	56,182,734.59	50.77	1,413	803	1.451	1.471
<b>Investments</b>	<b>110,371,000.00</b>	<b>110,463,359.43</b>	<b>110,666,553.61</b>	<b>100.00%</b>	<b>959</b>	<b>534</b>	<b>1.305</b>	<b>1.323</b>
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	1,188,182.73	1,188,182.73	1,188,182.73		1	1	0.000	0.000
Accrued Interest at Purchase		55,448.91	55,448.91					
Subtotal		1,243,631.64	1,243,631.64					
<b>Total Cash and Investments</b>	<b>111,559,182.73</b>	<b>111,706,991.07</b>	<b>111,910,185.25</b>		<b>959</b>	<b>534</b>	<b>1.305</b>	<b>1.323</b>

<b>Total Earnings</b>	<b>May 31 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	128,340.09	1,211,285.26

  
BRUCE A. MOE, FINANCE DIRECTOR

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 31, 2017**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>LAIF</b>											
SYS3000	3000	Local Agency Invest. Fund	07/01/2000	31,700,000.00	31,700,000.00	31,700,000.00	0.925		0.925	1	
<b>Subtotal and Average</b>				<b>31,700,000.00</b>	<b>31,700,000.00</b>	<b>31,700,000.00</b>			<b>0.925</b>	<b>1</b>	
<b>Certificates of Deposit - Bank</b>											
062649YAO	CD0014	Bank of Holland	08/29/2012	245,000.00	245,051.45	245,000.00	1.050		1.050	89	08/29/2017
101120CZ4	CD0024	Boston Private Bank & Trust	04/04/2013	245,000.00	244,561.45	245,000.00	0.950		0.950	307	04/04/2018
17453FBG6	CD0036	CITIZENS DEPOSIT BANK	02/20/2014	211,000.00	211,196.23	211,000.00	1.300		1.300	264	02/20/2018
344030EQ0	CD0011	Flushing SVGS Bk NY	07/27/2012	245,000.00	245,102.90	245,000.00	1.100		1.100	56	07/27/2017
320844NW9	CD0038	FIRST MERT BANK	02/24/2014	245,000.00	245,754.60	245,000.00	1.300		1.300	270	02/26/2018
856284J21	CD0018	State Bank of India	12/21/2012	245,000.00	245,208.25	245,000.00	1.200		1.200	203	12/21/2017
88413QAH11	CD0037	THIRD FEDERAL SAVINGS & LOAN	02/21/2014	245,000.00	245,529.20	245,000.00	1.150		1.150	173	11/21/2017
938828AA8	CD0023	Washington Federal	03/28/2013	245,000.00	244,688.85	245,000.00	1.000		1.000	300	03/28/2018
94768NJE5	CD0019	Webster Bank	12/26/2012	245,000.00	244,926.50	245,000.00	1.000		1.000	208	12/26/2017
<b>Subtotal and Average</b>				<b>2,171,000.00</b>	<b>2,172,019.43</b>	<b>2,171,000.00</b>			<b>1.114</b>	<b>207</b>	
<b>Money Market Fund</b>											
SYSGMRA39907	GMRA39907	Union Bank of California	10/09/2008	0.00	0.00	0.00	0.350		0.350	1	
<b>Subtotal and Average</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>			<b>0.000</b>	<b>0</b>	
<b>Medium Term Notes</b>											
037833AJ9	MTN0092	APPLE INC	05/24/2017	1,000,000.00	996,960.00	997,940.00	1.000	AA+	1.221	336	05/03/2018
110122BA5	MTN0089	Bristol-Myers	03/15/2017	1,000,000.00	999,200.00	999,040.00	1.600	A+	1.650	636	02/27/2019
22160KAF2	MTN0080	COSTCO COMPANIES	12/30/2015	1,000,000.00	999,840.00	993,880.00	1.700	A+	1.861	927	12/15/2019
166764AA8	MTN0076	CHEVRON CORP	06/23/2015	1,000,000.00	998,970.00	998,400.00	1.104	AA-	1.170	187	12/05/2017
166764AA8	MTN0093	CHEVRON CORP	05/24/2017	1,000,000.00	998,970.00	999,750.00	1.104	AA-	1.151	187	12/05/2017
36962G4D3	MTN0083	Gen elec Cap Corp	06/01/2016	1,000,000.00	1,092,510.00	1,118,604.90	6.000	AA+	1.720	797	08/07/2019
459200HK0	MTN0079	IBM Corporation	12/30/2015	1,000,000.00	999,510.00	997,240.00	1.250	AA-	1.383	252	02/08/2018
48125LRG9	MTN0091	JP MORGAN CHASE	05/24/2017	1,000,000.00	994,990.00	997,260.00	1.650	A+	1.770	844	09/23/2019
191216BY5	MTN0085	COCA-COLA CO	10/18/2016	1,000,000.00	984,790.00	997,190.00	1.550	AA-	1.610	1,553	09/01/2021
594918AC8	MTN0075	MICROSOFT CORP.	05/19/2015	1,000,000.00	1,051,940.00	1,062,655.61	4.200	AAA	1.783	730	06/01/2019
594918BN3	MTN0084	MICROSOFT CORP.	09/02/2016	1,000,000.00	991,320.00	999,710.00	1.100	AAA	1.110	798	08/08/2019
63254AAQ13	MTN0087	NATL AUSTRALIA BANK	12/28/2016	1,000,000.00	988,180.00	982,438.51	1.375	AA-	1.992	771	07/12/2019
68389XAN5	MTN0074	ORACLE CORP	02/18/2014	1,000,000.00	999,660.00	994,650.00	1.200	A+	1.350	136	10/15/2017
717081DG5	MTN0073	Pfizer Inc	12/27/2013	1,000,000.00	1,000,920.00	990,150.00	1.500	AA	1.730	379	06/15/2018
742718EN5	MTN0090	Procter & Gamble	03/15/2017	1,000,000.00	1,000,680.00	990,350.00	1.850	AA-	2.110	1,342	02/02/2021
89233P6S0	MTN0069	Toyota Motor Corp	12/21/2012	1,000,000.00	999,840.00	1,005,100.00	1.250	AA-	1.140	126	10/05/2017

Portfolio CITY  
CP  
PM (PRF\_PM2) 7.3.0

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 31, 2017**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Medium Term Notes</b>											
89236TCX1	MTN0082	TOYOTA MOTOR CREDIT	06/01/2016	1,000,000.00	999,370.00	1,001,450.00	1.200	AA-	1.120	309	04/06/2018
904764AT4	MTN0086	UNILEVER CAPITAL	10/18/2016	500,000.00	483,950.00	495,980.00	1.375	A+	1.550	1,518	07/28/2021
91324PCB6	MTN0088	United Healthcare Group Inc	12/28/2016	1,000,000.00	998,100.00	995,990.00	1.625	A+	1.810	652	03/15/2019
90331HMY6	MTN0081	US BANK NA OHIO	06/01/2016	1,000,000.00	994,530.00	999,710.00	1.400	AA-	1.410	694	04/26/2019
30231GAG7	MTN0077	EXXON MOBIL CORPORATION	08/21/2015	1,000,000.00	1,005,750.00	995,330.00	1.912	AAA	2.020	1,009	03/06/2020
<b>Subtotal and Average</b>				<b>20,500,000.00</b>	<b>20,579,980.00</b>	<b>20,612,819.02</b>			<b>1.556</b>	<b>655</b>	
<b>Federal Agency Issues - Coupon</b>											
3133EDE99	FAC0219	FED FARM CR BK	02/13/2014	2,000,000.00	2,002,840.00	2,002,720.79	1.340	AA+	1.208	211	12/29/2017
3133EDLR1	FAC0222	FED FARM CR BK	05/29/2014	2,000,000.00	2,009,000.00	2,005,237.23	1.650	AA+	1.542	713	05/15/2019
3133ED2D3	FAC0228	FED FARM CR BK	11/04/2014	2,000,000.00	2,003,500.00	2,007,036.36	1.550	AA+	1.192	109	09/18/2017
3133EEW55	FAC0236	FED FARM CR BK	06/19/2015	2,000,000.00	2,013,480.00	2,001,898.00	1.800	AA+	1.780	1,110	06/15/2020
3133EGYB5	FAC0253	FED FARM CR BK	10/14/2016	2,000,000.00	1,953,280.00	1,999,000.00	1.540	AA+	1.550	1,594	10/12/2021
3133EGW92	FAC0255	FED FARM CR BK	12/28/2016	1,000,000.00	1,001,610.00	997,682.00	1.500	AA+	1.580	931	12/19/2019
3133EG2P9	FAC0257	FED FARM CR BK	12/29/2016	1,000,000.00	1,001,300.00	1,000,000.00	2.320	AA+	2.320	1,672	12/29/2021
3133EHCT8	FAC0259	FED FARM CR BK	05/22/2017	1,000,000.00	1,012,790.00	1,012,590.00	2.150	AA+	1.894	1,748	03/15/2022
3130A0CU2	FAC0217	Federal Home Loan Bank	11/21/2013	1,000,000.00	1,003,810.00	1,000,000.00	1.550	AA	1.550	538	11/21/2018
313376BR5	FAC0218	Federal Home Loan Bank	12/27/2013	1,000,000.00	1,006,880.00	998,570.00	1.750	AA+	1.780	561	12/14/2018
3130A33J1	FAC0226	Federal Home Loan Bank	09/22/2014	3,000,000.00	3,001,560.00	3,001,740.00	1.200	AA+	1.180	110	09/19/2017
3130A6DM6	FAC0239	Federal Home Loan Bank	09/18/2015	1,000,000.00	999,960.00	1,000,000.00	1.000	AA+	1.000	1,205	09/18/2020
3130A6AE7	FAC0240	Federal Home Loan Bank	10/26/2015	1,000,000.00	997,420.00	1,005,240.00	1.125	AA+	0.940	470	09/14/2018
3130A8BQ5	FAC0248	Federal Home Loan Bank	06/15/2016	2,000,000.00	1,993,060.00	2,000,000.00	1.690	AA+	1.690	1,383	03/15/2021
3130A8NT6	FAC0251	Federal Home Loan Bank	07/13/2016	2,000,000.00	1,974,300.00	2,000,000.00	1.480	AA+	1.480	1,503	07/13/2021
3137EADK2	FAC0224	Federal Home Loan Mortgage	08/01/2014	2,000,000.00	1,993,740.00	1,973,880.28	1.250	AA+	1.788	791	08/01/2019
3134G6G49	FAC0233	Federal Home Loan Mortgage	05/15/2015	3,000,000.00	2,998,890.00	3,004,242.00	0.800	AA+	0.736	68	08/08/2017
3134G7MJ7	FAC0237	Federal Home Loan Mortgage	08/19/2015	1,000,000.00	999,420.00	998,600.00	0.750	AA+	0.820	85	08/25/2017
3137EADL0	FAC0242	Federal Home Loan Mortgage	10/26/2015	1,000,000.00	999,810.00	1,006,870.00	1.000	AA+	0.640	120	09/29/2017
3134G3P53	FAC0245	Federal Home Loan Mortgage	03/17/2016	1,000,000.00	1,012,770.00	1,017,003.26	2.000	AA+	1.364	860	10/09/2019
3134G9E52	FAC0250	Federal Home Loan Mortgage	07/05/2016	1,000,000.00	980,990.00	1,000,000.00	1.330	AA+	1.330	1,308	12/30/2020
3134G9M79	FAC0258	Federal Home Loan Mortgage	03/13/2017	2,000,000.00	2,008,560.00	1,983,760.00	1.875	AA+	2.076	1,516	07/26/2021
3134G3K58	FAC0260	Federal Home Loan Mortgage	05/22/2017	1,000,000.00	999,670.00	999,850.00	1.500	AA+	1.505	1,022	03/19/2020
3135G0ZA4	FAC0221	Fannie Mae	05/29/2014	1,000,000.00	1,009,010.00	1,008,739.46	1.875	AA+	1.478	628	02/19/2019
3135G0ZY2	FAC0231	Fannie Mae	02/20/2015	2,000,000.00	2,015,720.00	2,006,668.55	1.750	AA+	1.642	908	11/26/2019
3135G0YM9	FAC0232	Fannie Mae	02/20/2015	2,000,000.00	2,016,020.00	2,020,910.28	1.875	AA+	1.318	474	09/18/2018
3135G0ZA4	FAC0235	Fannie Mae	06/19/2015	2,000,000.00	2,018,020.00	2,023,058.35	1.875	AA+	1.370	628	02/19/2019
3136G0X55	FAC0246	Fannie Mae	03/17/2016	1,000,000.00	992,850.00	995,550.00	1.500	AA+	1.600	1,247	10/30/2020

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 31, 2017**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Issues - Coupon</b>											
3136G36C4	FAC0252	Fannie Mae	09/29/2016	2,000,000.00	1,964,540.00	2,000,000.00	1.600	AA+	1.600	1,581	09/29/2021
3136G4EK5	FAC0254	Fannie Mae	10/28/2016	2,000,000.00	1,958,220.00	1,996,000.00	1.200	AA+	1.255	1,153	07/28/2020
3135G0J20	FAC0256	Fannie Mae	12/28/2016	1,000,000.00	989,630.00	977,148.55	1.375	AA+	1.917	1,366	02/26/2021
3135G0T45	FAC0261	Fannie Mae	05/22/2017	1,000,000.00	1,000,110.00	1,001,150.00	1.875	AA+	1.850	1,769	04/05/2022
880591EQ1	FAC0220	Tennessee Valley Authority	05/29/2014	2,000,000.00	2,013,100.00	2,012,818.15	1.750	AA+	1.395	501	10/15/2018
880591EC2	FAC0241	Tennessee Valley Authority	10/26/2015	1,000,000.00	1,026,810.00	1,044,764.97	4.500	AA+	0.977	304	04/01/2018
880591EA6	FAC0247	Tennessee Valley Authority	05/27/2016	2,000,000.00	2,011,880.00	2,051,576.36	5.500	AA+	1.873	47	07/18/2017
880591EC2	FAC0262	Tennessee Valley Authority	05/22/2017	1,000,000.00	1,026,810.00	1,028,430.00	4.500	AA+	2.572	304	04/01/2018
<b>Subtotal and Average</b>				<b>56,000,000.00</b>	<b>56,011,360.00</b>	<b>56,182,734.59</b>			<b>1.471</b>	<b>803</b>	
<b>Total and Average</b>				<b>110,371,000.00</b>	<b>110,463,359.43</b>	<b>110,666,553.61</b>			<b>1.323</b>	<b>534</b>	

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**May 31, 2017**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
<b>Money Market Fund</b>										
SYS39903-39902	39901	UNION BANK	06/01/2003	1,188,182.73	1,188,182.73	1,188,182.73			0.000	1
<b>Subtotal and Average</b>			Accrued Interest at Purchase		55,448.91	55,448.91				1
			Subtotal		1,243,631.64	1,243,631.64				
<b>Total Cash and Investments</b>					<b>111,559,182.73</b>	<b>111,706,991.07</b>			<b>1.323</b>	<b>534</b>

**City of Manhattan Beach**  
**Investment Portfolio Summary**  
*As of May 31, 2017*

<b>PORTFOLIO PROFILE</b>	<b>May 31, 2017</b>	<b>Apr 30, 2017</b>	<b>Mar 31, 2017</b>	<b>Feb 28, 2017</b>	<b>Jan 31, 2017</b>
Total Book Value (Excluding Trust Funds)	\$110,666,554	\$102,631,434	\$96,876,434	\$97,403,284	\$95,638,284
Increase/(Decrease) from Prior Period	8,035,120	5,755,000	(526,850)	1,765,000	3,254,294
Percentage Change	7.8%	5.9%	(0.5%)	1.8%	3.5%
Average Yield to Maturity (365 Days)	1.323%	1.287%	1.295%	1.233%	1.236%
Increase/(Decrease) from Prior Period	0.036%	(0.008%)	0.063%	(0.004%)	(0.017%)

**PORTFOLIO ALLOCATIONS**

<b>By Security</b>	<b>Value (Par)</b>	<b>Percent</b>	<b>Par YTM</b>	<b>Time Horizon</b>	<b>Percent</b>
LAIF*	\$31,700,000	28.72%	0.925%	Next 12 months	52%
Certificates of Deposit	2,171,000	2.0%	1.114%	Months 13-24	14%
Medium Term Notes	20,500,000	18.6%	1.556%	Months 25-36	14%
Federal Agencies	56,000,000	50.7%	1.471%	Months 37-48	8%
				Months 49-60	11%
<b>Total</b>	<b>\$110,371,000</b>	<b>100.0%</b>	<b>1.323%</b>	<b>Total</b>	<b>100.0%</b>

\*LAIF YTM as of May 31, 2017

**RECENT ACTIVITY**

<b>Security</b>	<b>Date of Activity</b>	<b>Maturity Date</b>	<b>Purchase (Par)</b>	<b>Maturing/Call</b>	<b>YTM</b>
MTN - 1.65% Coupon	5/24/2017	9/23/2019	1,000,000		1.770%
MTN - 1% Coupon	5/24/2017	5/3/2018	1,000,000		1.221%
MTN - 1.104% Coupon	5/24/2017	12/5/2017	1,000,000		1.151%
FFCB - 2.15% Coupon	5/22/2017	3/15/2022	1,000,000		1.894%
FHLMC - 1.5% Coupon	5/22/2017	3/19/2020	1,000,000		1.505%
FNMA - 1.875% Coupon	5/22/2017	4/5/2022	1,000,000		1.850%
TVA - 4.5% Coupon	5/22/2017	4/1/2018	1,000,000		2.572%
<b>Total Purchases</b>			<b>\$7,000,000</b>		<b>1.709%</b>
Matured: CD - 0.8% Coupon	2/14/2017	2/14/2017		245,000	1.600%
Matured: CD - 1.6% Coupon	2/15/2017	2/15/2017		245,000	0.800%
Matured: CD - 0.75% Coupon	2/21/2017	2/21/2017		245,000	0.750%
Matured: CD - 0.75% Coupon	4/28/2017	4/28/2017		245,000	0.750%
Matured: MTN - 0.9% Coupon	5/12/2017	5/12/2017		1,000,000	0.770%
<b>Total Maturing/Calls</b>				<b>\$1,980,000</b>	<b>0.872%</b>



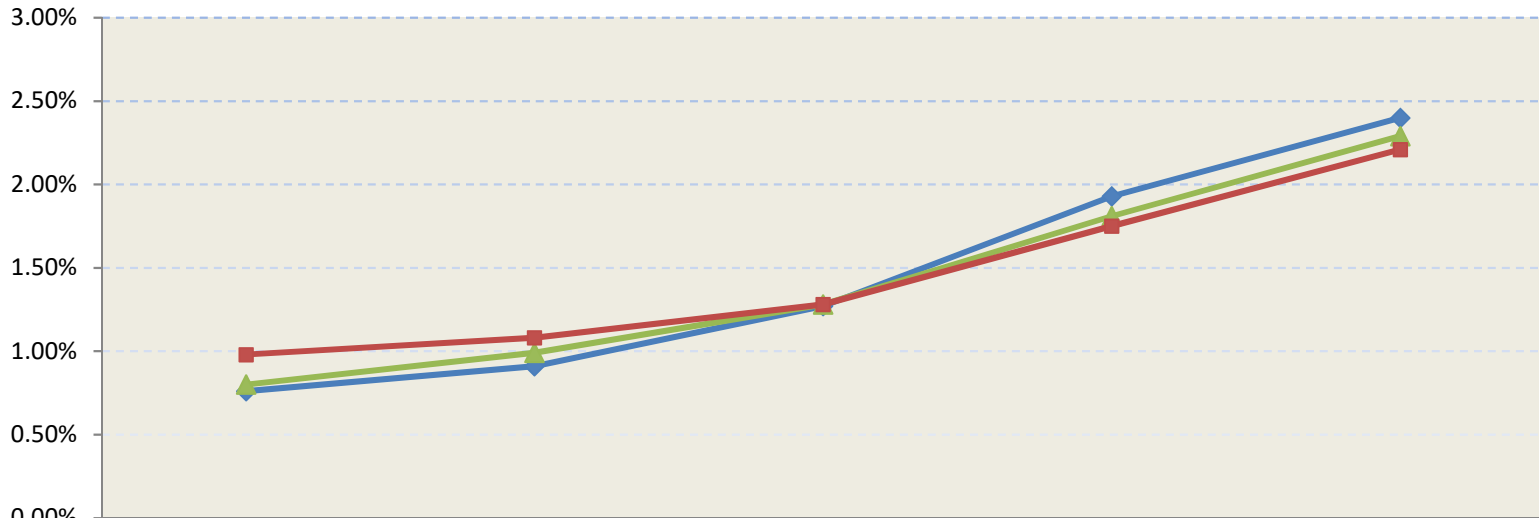
**City of Manhattan Beach**  
**Investment Portfolio Summary**  
*As of May 31, 2017*

PORTFOLIO FUNDS HELD IN TRUST	Value
Police/Fire Refund Delivery Cost	\$3
Marine Avenue	11,769
Metlox & Water/Wastewater Refunding	58
UUAD Assessment Funds	1,359,994
<b>Total Funds Held in Trust</b>	<b>\$1,371,824</b>

*As of May 31, 2017*

**US Treasuries Yield Curve**

*www.treas.gov*



	3-Month	6-Month	2-Year	5-Year	10-Year
◆ Mar 31 2017	0.76%	0.91%	1.27%	1.93%	2.40%
▲ Apr 28 2017	0.80%	0.99%	1.28%	1.81%	2.29%
■ May 31 2017	0.98%	1.08%	1.28%	1.75%	2.21%

**CITY OF MANHATTAN BEACH**  
**Portfolio Maturity Structure**  
*July 2017 through June 2022*

**HELD TO MATURITY**  
**Rolling 60 Months**

Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt																		
Jul 17	7/18/17	1.9%	TVA	nc	\$2.0M	Jul 18						Jul 19	7/12/19	1.99%	MTN	nc	\$1.0M	Jul 20	7/28/20	1.25%	FNMA	7/28/17	\$2.0M	Jul 21	7/13/21	1.48%	FHLB	1/13/17	\$2.0M		7/26/21	2.08%	FHLMC	nc	\$2.0M		7/28/21	1.55%	MTN	nc	\$0.5M
	7/27/17	1.1%	CD	nc	\$0.2M																																				
Aug 17	8/8/17	0.7%	FHLMC	nc	\$3.0M	Aug 18						Aug 19	8/1/19	1.79%	FHLMC	nc	\$2.0M	Aug 20						Aug 21																	
	8/25/17	0.8%	FHLMC	nc	\$1.0M								8/7/19	1.72%	MTN	nc	\$1.0M																								
	8/29/17	1.1%	CD	2/28/13	\$0.2M								8/8/19	1.11%	MTN	nc	\$1.0M																								
Sep 17	9/18/17	1.2%	FFCB	nc	\$2.0M	Sep 18	9/14/18	0.94%	FHLB	nc	\$1.0M	Sep 19	9/23/19	1.77%	MTN	8/23/19	\$1.0M	Sep 20	9/18/20	1.00%	FHLB	9/18/17	\$1.0M	Sep 21	9/1/21	1.61%	MTN	nc	\$1.0M		9/29/21	1.60%	FNMA	3/29/17	\$2.0M						
	9/19/17	1.2%	FHLB	nc	\$3.0M		9/18/18	1.32%	FNMA	nc	\$2.0M																														
	9/29/17	0.6%	FHLMC	nc	\$1.0M																																				
Oct 17	10/5/17	1.1%	MTN	12/21/12	\$1.0M	Oct 18	10/15/18	1.39%	TVA	nc	\$2.0M	Oct 19	10/9/19	1.36%	FHLMC	nc	\$1.0M	Oct 20	10/30/20	1.60%	FNMA	nc	\$1.0M	Oct 21	10/12/21	1.55%	FFCB	10/12/17	\$2.0M												
	10/15/17	1.4%	MTN	MW: 10	\$1.0M																																				
Nov 17	11/21/17	1.2%	CD	nc	\$0.2M	Nov 18	11/21/18	1.55%	FHLB	nc	\$1.0M	Nov 19	11/26/19	1.64%	FNMA	nc	\$2.0M	Nov 20						Nov 21																	
Dec 17	12/5/17	1.2%	MTN	MW: 7.5	\$1.0M	Dec 18	12/14/18	1.78%	FHLB	nc	\$1.0M	Dec 19	12/15/19	1.86%	MTN	nc	\$1.0M	Dec 20	12/30/20	1.33%	FHLMC	12/30/16	\$1.0M	Dec 21	12/29/21	2.32%	FFCB	12/29/17	\$1.0M												
	12/21/17	1.2%	CD	nc	\$0.2M								12/19/19	1.58%	FFCB	nc	\$1.0M																								
	12/26/17	1.0%	CD	nc	\$0.2M																																				
	12/29/17	1.2%	FFCB	nc	\$2.0M																																				
	12/5/17	1.2%	MTN	MW: 7.5	\$1.0M																																				
Jan 18						Jan 19						Jan 20						Jan 21						Jan 22																	
Feb 18	2/8/18	1.4%	MTN	nc	\$1.0M	Feb 19	2/19/19	1.48%	FNMA	nc	\$1.0M	Feb 20						Feb 21	2/2/21	2.11%	MTN	MW: 10	\$1.0M	Feb 22																	
	2/20/18	1.3%	CD	nc	\$0.2M		2/19/19	1.37%	FNMA	nc	\$2.0M								2/26/21	1.92%	FNMA	nc	\$1.0M																		
	2/26/18	1.3%	CD	nc	\$0.2M		2/27/19	1.65%	MTN	MW:10	\$1.0M																														
Mar 18	3/28/18	1.0%	CD	nc	\$0.2M	Mar 19	3/15/19	1.81%	MTN	MW: 10	\$1.0M	Mar 20	3/6/20	2.02%	MTN	MW: 5	\$1.0M	Mar 21	3/15/21	1.69%	FHLB	3/15/17	\$2.0M	Mar 22	3/15/22	1.89%	FFCB	nc	\$1.0M												
													3/19/20	1.51%	FHLMC	nc	\$1.0M																								
Apr 18	4/1/18	1.0%	TVA	nc	\$1.0M	Apr 19	4/26/19	1.41%	MTN	3/26/19	\$1.0M	Apr 20						Apr 21						Apr 22	4/5/22	1.85%	FNMA	nc	\$1.0M												
	4/4/18	1.0%	CD	nc	\$0.2M																																				
	4/6/18	1.1%	MTN	nc	\$1.0M																																				
	4/1/18	2.6%	TVA	nc	\$1.0M																																				
May 18	5/3/18	1.2%	MTN	MW: 10	\$1.0M	May 19	5/15/19	1.54%	FFCB	nc	\$2.0M	May 20						May 21						May 22																	
Jun 18	6/15/18	1.7%	MTN	MW: 10	\$1.0M	Jun 19	6/1/19	1.78%	MTN	nc	\$1.0M	Jun 20	6/15/20	1.78%	FFCB	nc	\$2.0M	Jun 21						Jun 22																	
<b>Total By Year (excl LAIF)</b>					<b>\$26.17m</b>						<b>\$16.00m</b>						<b>\$15.00m</b>						<b>\$9.00m</b>						<b>\$12.50m</b>												
<b>% of Total Securities (excl LAIF)</b>					<b>33%</b>						<b>20%</b>						<b>19%</b>						<b>11%</b>						<b>16%</b>												
<b>% of Total Investments (incl LAIF)</b>					<b>52%</b>						<b>14%</b>						<b>14%</b>						<b>8%</b>						<b>11%</b>												

Total Securities	71%	\$78.7M
LAIF	29%	\$31.7M
<b>Total Investments</b>	<b>100%</b>	<b>\$110.4M</b>

*Shaded rows indicate months with significant cash inflows.*

**City of Manhattan Beach  
Investment Policy Compliance Chart**

As of May 31, 2017

Instrument		% of Total	Dollar Compliance		Percentage Compliance		Term Compliance		
			Limit	Compliant?	Limit	Compliant?	Limit	Compliant?	
Local Agency Investment Fund (LAIF)	\$31,700,000	28.7%	\$50,000,000	Yes	Temporary Suspension				
<b>Certificates of Deposit</b>									
First Merit Bank (13675)	13675	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Flushing SB NY (16049)	16049	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Citizens Deposit Bk (16852)	16852	211,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Webster Bank (18221)	18221	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Boston Private Bank & Trust (24811)	24811	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Third Fed Svgs Bk (30012)	30012	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Washington Federal (30570)	30570	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
State Bank of India NY (33682)	33682	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Bank of Holland (34862)	34862	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
<b>Total Certificates of Deposit (9)</b>	<b>\$2,171,000</b>	<b>2.0%</b>			<b>20.0%</b>	<b>Yes</b>			
<b>Medium Term (Corporate) Notes</b>									
Costco		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
<i>Total Consumer Staples Sector</i>		\$1,000,000	0.9%			10.0%	Yes		
Coca-Cola		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
Unilever Capital		500,000	0.5%			5.0%	Yes	5 Years	Yes
Procter & Gamble		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
<i>Total Consumer Goods Sector</i>		\$2,500,000	2.3%			10.0%	Yes		
Toyota Motor Credit		2,000,000	1.8%			5.0%	Yes	5 Years	Yes
US Bank NA Ohio		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
Natl Australia Bank/NY		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
JP Morgan Chase		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
<i>Total Financial Sector</i>		\$5,000,000	4.5%			10.0%	Yes		
Chevron		2,000,000	1.8%			5.0%	Yes	5 Years	Yes
Exxon Mobil		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
<i>Total Energy Sector</i>		\$3,000,000	2.7%			10.0%	Yes		
United Health Group Inc		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
Pfizer Inc		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
Bristol-Myers		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
<i>Total Healthcare Sector</i>		\$3,000,000	2.7%			10.0%	Yes		
GE Company		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
<i>Total Industrials Sector</i>		\$1,000,000	0.9%			10.0%	Yes		
Microsoft		2,000,000	1.8%			5.0%	Yes	5 Years	Yes
Oracle		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
IBM		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
Apple Inc		1,000,000	0.9%			5.0%	Yes	5 Years	Yes
<i>Total Technology Sector</i>		\$5,000,000	4.5%			10.0%	Yes		
<b>Total Medium Term Notes (18)</b>	<b>\$20,500,000</b>	<b>18.6%</b>			<b>20.0%</b>	<b>Yes</b>			
<b>Federal Agencies</b>									
Federal Home Loan Bank (FHLB)		\$11,000,000	10.0%			33.3%	Yes	5 Years	Yes
Federal Farm Credit (FFCB)		13,000,000	11.8%			33.3%	Yes	5 Years	Yes
Fannie Mae (FNMA)		14,000,000	12.7%			33.3%	Yes	5 Years	Yes
Freddie Mac (FHLMC)		12,000,000	10.9%			33.3%	Yes	5 Years	Yes
Tenn Valley Authority (TVA)		6,000,000	5.4%			33.3%	Yes	5 Years	Yes
<b>Total Federal Agencies (20)</b>	<b>\$56,000,000</b>	<b>50.7%</b>			<b>60.0%</b>	<b>Yes</b>			
<b>Total Portfolio</b>	<b>\$110,371,000</b>	<b>100.0%</b>							

**CITY OF MANHATTAN BEACH**  
**May 31, 2017**

**Investments**

	<b>Book Value</b>
LAIF	\$31,700,000.00
Medium Term Notes	20,612,819.02
Federal Agency Issues-Coupon	56,182,734.59
Certificates of Deposit	2,171,000.00
<b>Subtotal Investments</b>	<b><u>\$110,666,553.61</u></b>

**Demand Deposit/Petty Cash**

Cash in Bank	\$1,188,182.73
Petty Cash	2,542.42
<b>Subtotal Demand Deposit</b>	<b><u>\$1,190,725.15</u></b>

**Subtotal City Cash & Investments** **\$111,857,278.76**

**Bond Funds Held in Trust**

Police Fire Refund Delivery Cost	2.89
Marine	11,769.25
Metlox & Water/Wastewater Refunding	58.22
Utility Assessment Dist	1,359,993.77
<b>Subtotal Bonds Held in Trust</b>	<b><u>\$1,371,824.13</u></b>
<b>Treasurer's Balance</b>	<b><u><u>\$113,229,102.89</u></u></b>



**JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA**



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
05/08/17	0.92	0.89	195
05/09/17	0.92	0.89	196
05/10/17	0.92	0.89	195
05/11/17	0.92	0.89	194
05/12/17	0.92	0.89	193
05/13/17	0.92	0.89	193
05/14/17	0.92	0.90	193
05/15/17	0.92	0.90	190
05/16/17	0.92	0.90	190
05/17/17	0.92	0.90	191
05/18/17	0.93	0.90	190
05/19/17	0.93	0.90	191
05/20/17	0.93	0.90	191
05/21/17	0.93	0.90	191
05/22/17	0.93	0.90	188
05/23/17	0.93	0.90	187
05/24/17	0.93	0.90	184
05/25/17	0.93	0.90	183
05/26/17	0.94	0.90	190
05/27/17	0.94	0.90	190
05/28/17	0.94	0.90	190
05/29/17	0.94	0.90	190
05/30/17	0.94	0.90	187
05/31/17	0.94	0.91	186
06/01/17	0.95	0.91	190
06/02/17	0.95	0.91	191
06/03/17	0.95	0.91	191
06/04/17	0.95	0.91	191
06/05/17	0.95	0.91	191
06/06/17	0.95	0.91	191
06/07/17	0.95	0.91	188

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

**LAIF Performance Report**

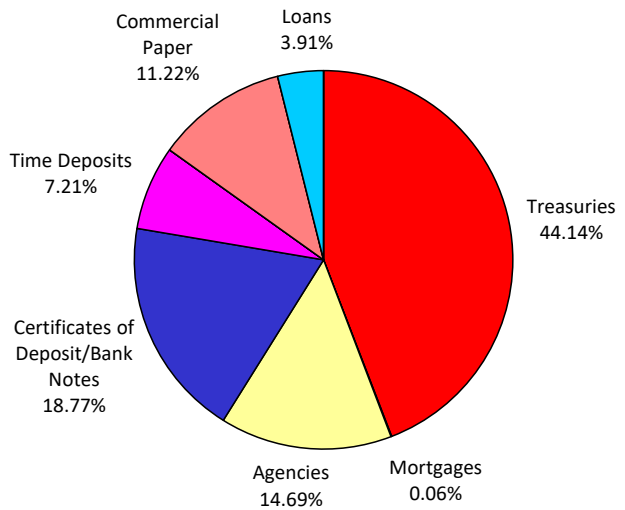
**Quarter Ending 03/31/17**

Apportionment Rate: 0.78%  
 Earnings Ratio: 0.00002126194403179  
 Fair Value Factor: 0.999175951  
     Daily: 0.85%  
 Quarter to Date: 0.78%  
 Average Life: 180

**PMIA Average Monthly Effective Yields**

**May 2017 0.925%**  
 Apr 2017 0.884%  
 Mar 2017 0.821%

**Pooled Money Investment Account  
Portfolio Composition  
04/30/17  
\$76.5 billion**



# City of Manhattan Beach

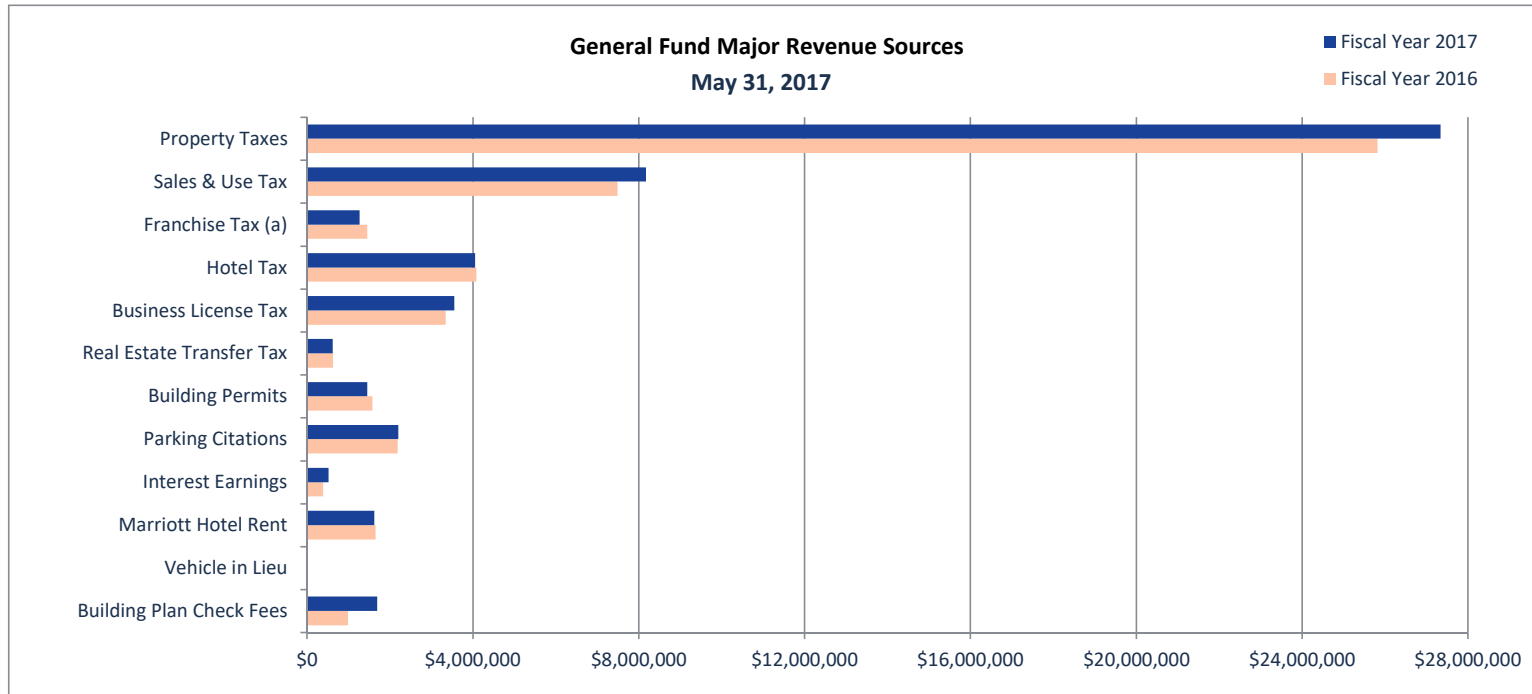


## Month End Report May 2017 Fiscal Year 2016-2017

**City of Manhattan Beach**  
**Fiscal Year 2017 General Fund Major Revenue Trends**  
**May 31, 2017**

**Percent of Year**  
**91.7%**

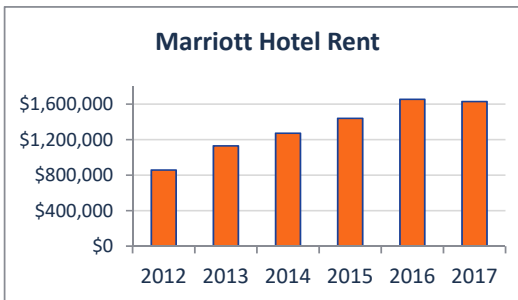
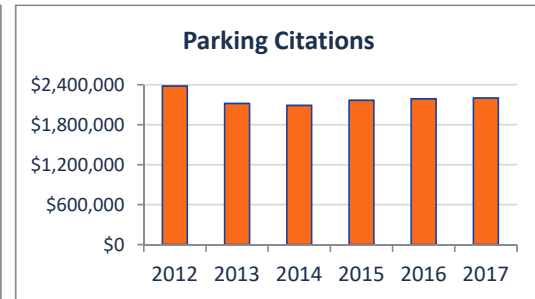
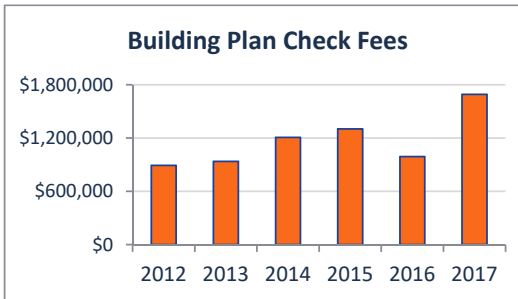
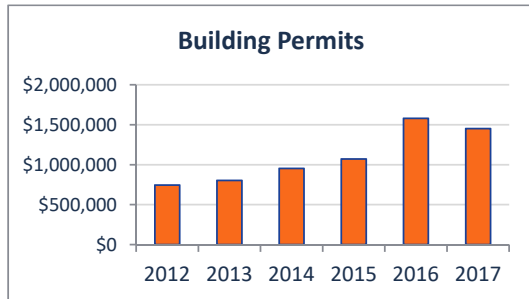
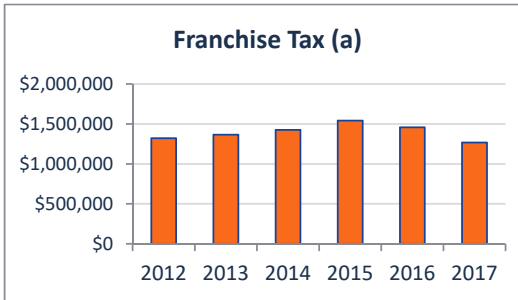
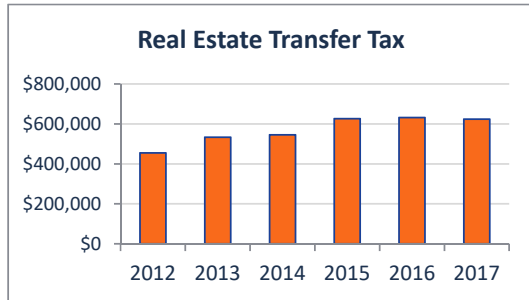
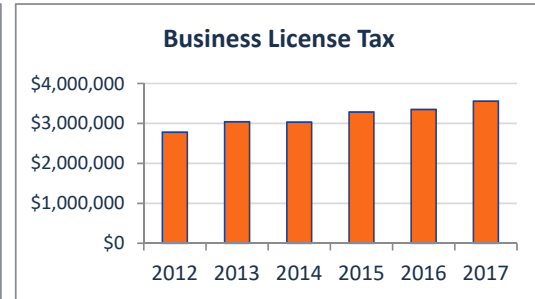
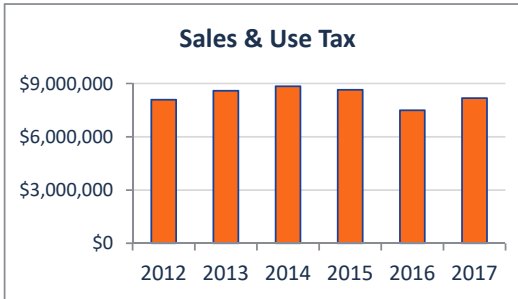
<u>Major Revenue Accounts</u>	Fund No.	Year-To-Date Actuals						FY 2017	
		2012	2013	2014	2015	2016	2017	Adj Budget	Realized
Property Taxes	100	19,083,224	21,145,631	22,863,471	23,910,038	25,821,776	27,345,688	27,822,060	98.29%
Sales & Use Tax	100	8,086,136	8,592,276	8,847,934	8,649,181	7,494,053	8,179,957	9,300,000	87.96%
Franchise Tax (a)	100	1,320,820	1,364,750	1,426,774	1,542,045	1,457,429	1,268,064	1,525,000	83.15%
Hotel Tax	100	2,500,070	2,999,612	3,323,767	3,715,484	4,085,152	4,059,721	4,500,000	90.22%
Business License Tax	100	2,782,763	3,040,262	3,031,957	3,287,287	3,349,455	3,558,189	3,525,000	100.94%
Real Estate Transfer Tax	100	455,057	533,620	545,400	626,258	631,887	623,655	850,000	73.37%
Building Permits	100	745,024	802,583	954,040	1,070,616	1,579,720	1,452,788	1,938,000	74.96%
Parking Citations	100	2,381,119	2,120,319	2,090,877	2,168,698	2,189,153	2,201,847	2,586,000	85.14%
Interest Earnings	100	564,426	575,202	489,265	438,823	389,909	519,119	490,000	105.94%
Marriott Hotel Rent	100	857,439	1,128,991	1,271,133	1,439,104	1,653,615	1,629,580	1,600,000	101.85%
Vehicle in Lieu	100	95,915	18,887	15,631	15,099	14,430	15,812	-	-
Building Plan Check Fees	100	892,856	936,880	1,208,118	1,303,590	991,746	1,692,921	1,267,000	133.62%
<b>Total Major Revenue Accounts</b>		<b>39,764,848</b>	<b>43,259,013</b>	<b>46,068,366</b>	<b>48,166,223</b>	<b>49,658,325</b>	<b>52,547,343</b>	<b>55,403,060</b>	<b>94.85%</b>
Over/(Under) Prior Year			3,494,164	2,809,353	2,097,857	1,492,102	2,889,019		
Percent Change From Prior Year			8.79%	6.49%	4.55%	3.10%	5.82%		
Other Revenues		10,944,311	10,644,535	11,509,088	12,083,646	12,961,882	14,017,713	12,484,405	112.28%
<b>Total General Fund Revenues</b>		<b>50,709,159</b>	<b>53,903,547</b>	<b>57,577,454</b>	<b>60,249,869</b>	<b>62,620,207</b>	<b>66,565,056</b>	<b>67,887,465</b>	<b>98.05%</b>



(a) The structure of payments for the some of the franchise fees has changed resulting in lower initial revenues at the beginning of the fiscal year as compared to prior years. This revenue will self adjust throughout the year to better align with prior full-year numbers.

**City of Manhattan Beach  
Fiscal Year-To-Date General Fund Trends  
Through May Year-Over-Year**

**Percent of Year  
91.7%**



(a) The structure of payments for the some of the franchise fees has changed resulting in lower initial revenues at the beginning of the fiscal year as compared to prior years. This revenue will self adjust throughout the year to better align with prior full-year numbers.



**City of Manhattan Beach  
Fiscal Year 2017 Statement of Revenues & Expenditures  
May 31, 2017**

**% of Year  
91.7%**

**Current Year Activity**

<u>Fund Title</u>	<u>Fund No.</u>	<u>Budgeted Revenue</u>	<u>YTD Revenues</u>	<u>% Realized</u>	<u>Budgeted Expenditures</u>	<u>YTD Expenditures</u>	<u>% Expended</u>
General Fund	100	\$67,887,465	\$66,565,056	98.1%	\$68,243,020	\$58,670,345	86.0%
Street Lighting & Landscaping Fund	201	396,134	365,681	92.3%	607,047	502,874	82.8%
Gas Tax Fund	205	2,732,411	670,124	24.5%	6,426,475	530,982	8.3%
Asset Forfeiture	210	58,300	36,367	62.4%	231,196	149,527	64.7%
Police Safety Grants	211	101,400	129,868	128.1%	105,000	78,205	74.5%
Federal & State Grants	220	-	-	n/a	-	-	n/a
Prop A Fund	230	680,260	614,839	90.4%	879,828	801,667	91.1%
Prop C Fund	231	17,707,237	650,975	3.7%	20,724,561	247,721	1.2%
AB 2766 Fund	232	72,897	33,458	45.9%	11,300	12,605	111.5%
Measure R	233	421,111	376,353	89.4%	1,638,089	93,382	5.7%
Capital Improvements Fund	401	4,654,936	2,184,359	46.9%	12,073,022	3,057,810	25.3%
Underground Assessment District Construction	403	1,800	1,082	60.1%	-	-	n/a
Water Fund	501	14,897,000	13,830,962	92.8%	18,190,812	9,193,419	50.5%
Storm Drain Fund	502	354,300	347,844	98.2%	2,428,479	737,245	30.4%
Wastewater Fund	503	3,358,500	3,099,457	92.3%	3,367,003	1,731,450	51.4%
Refuse Fund	510	4,282,562	3,823,774	89.3%	4,291,558	2,755,258	64.2%
Parking Fund	520	2,593,000	2,184,176	84.2%	3,349,626	2,319,427	69.2%
County Parking Lots Fund	521	798,500	634,980	79.5%	611,997	210,223	34.4%
State Pier & Parking Lot Fund	522	609,600	579,886	95.1%	1,451,249	684,471	47.2%
Insurance Reserve Fund	601	6,869,640	6,452,675	93.9%	6,555,285	6,261,511	95.5%
Information Systems Reserve Fund	605	2,293,140	2,102,045	91.7%	2,768,564	1,637,490	59.1%
Fleet Management Fund	610	2,232,420	1,853,985	83.0%	2,604,432	1,964,922	75.4%
Building Maintenance & Operation Fund	615	1,858,135	1,516,372	81.6%	1,869,883	1,461,449	78.2%
Special Assessment Debt Service	710	965,000	954,087	98.9%	944,261	944,665	100.0%
City Pension Fund	801	173,000	(743)	-0.4%	233,400	209,751	89.9%
		<b>\$135,998,748</b>	<b>\$109,007,662</b>	<b>80.2%</b>	<b>\$159,606,085</b>	<b>\$94,256,399</b>	<b>59.1%</b>

**City of Manhattan Beach**  
**Fiscal Year 2016-2017**  
**Period 11 - May**

Data Date: 6/19/2017  
 Percent Year: 91.7%

**General Fund Expenditures By Department**

		Annual Budget	Current Month	YTD Expend.	YTD Encumb.	Available Budget	Percent Utilized*
11	Management Services	4,447,097	344,930	3,889,168	16,157	541,773	87.82
12	Finance	3,954,288	243,622	2,905,260	44,092	1,004,936	74.59
13	Human Resources	1,302,092	80,152	885,892	52,047	364,153	72.03
14	Parks and Recreation	8,322,629	499,033	7,263,055	56,268	1,003,307	87.94
15	Police	25,996,684	2,102,207	23,433,670	283,921	2,279,093	91.23
16	Fire	12,370,241	948,533	10,912,519	36,021	1,421,701	88.51
17	Community Development	4,787,312	325,823	3,585,682	164,388	1,037,243	78.33
18	Public Works	6,702,159	421,127	5,507,349	18,382	1,176,428	82.45
19	Information Technology	360,519	19,686	287,751	4,550	68,218	81.08
100	General Fund	68,243,020	4,985,114	58,670,345	675,825	8,896,850	86.96

\*Percent Utilized includes YTD encumbrances.

**Agenda Date:** 7/5/2017

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Quinn M. Barrow, City Attorney

**SUBJECT:**

Approval of Restated and Amended Agreement with Joan Stein Jenkins for Municipal Code Prosecution Services (City Attorney Barrow).

**ADOPT RESOLUTION NO. 17-0074 APPROVING AGREEMENT**

---

**RECOMMENDATION:**

Staff recommends that the City Council adopt the attached resolution approving the agreement between the City and Ms. Jenkins for prosecution services.

**FISCAL IMPLICATIONS:**

The projected legal costs for prosecutor services during the next fiscal year - \$95,904 -are included within the adopted budget for FY 2017-18. While the proposed hourly rate is higher than the current rate, we anticipate a decrease in prosecution costs because of increased reliance on the administrative citation process, where criminal prosecution services are not needed.

**BACKGROUND**

In 1997, the City entered into an agreement with Joan Stein Jenkins under which Ms. Jenkins has prosecuted municipal code violation. The hourly billing rate established pursuant to the 1997 agreement was \$70, and was increased thereafter. The rate was last increased by the former City Attorney to \$110 at some time prior to 2012.

**DISCUSSION**

For over 20 years, Joan Stein Jenkins has served as Manhattan Beach's primary prosecutor, initiating criminal investigations, obtaining warrants, filing criminal actions, conducting office conferences, and other legal proceedings to enforce the City's municipal code. Ms. Jenkins appears in Torrance Superior Court and represents the City for booking fee hearings, probation violation and restitution proceedings. In addition, she has advised department heads, law enforcement personnel, code enforcement personnel, and acts as a resource in

the City Attorney's office for city staff.

She has been a pioneer in working with the Police Department on a juvenile diversion program, which has been cited as a model by other jurisdictions. The program, implemented in 2012, is offered to juveniles who have been cited in the City or, in certain cases, arrested, for misdemeanors and, occasionally, felonies. This process allows the offenders who successfully comply and complete the program to avoid the criminal court system.

In the juvenile diversion program, the objectives are:

1. To have offenders accept total responsibility for their actions;
2. To have offenders make amends and restitution;
3. To present safe alternative techniques for at-risk youth to view and react to pressures and potential criminal situations;
4. To create insight so that juvenile offenders understand why they acted as they did, what the consequences of their actions were, and how to foster the strength of character to transform their behavior and outlook;
5. To help juvenile offenders become law-abiding, socially responsible, and constructive members of society;
6. To motivate positive interaction between the juveniles and family, school, peer group, and the police;
7. To prevent juvenile offenders from recommitting offenses.

In light of inflation, the Agreement contemplates the following graduated pay schedule:

- \$125.00 an hour for Services performed during the period of July 1, 2017 - June 30, 2019.
- \$130.00 an hour for Services performed during the period of July 1, 2019 - June 30, 2021.
- \$135.00 an hour for Services performed after June 30, 2023.

**Attachments:**

1. Resolution No. 17-0074
2. Amended and Restated Agreement

RESOLUTION NO. 17-0074

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN MANHATTAN BEACH AND JOAN STEIN JENKINS TO PROVIDE MUNICIPAL CODE PROSECUTION SERVICES

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City and Joan Stein Jenkins, dated July 5, 2017, to provide Municipal Code Prosecution Services on behalf of the City of Manhattan Beach.

SECTION 2. The Council hereby directs the City Manager to execute the Agreement on behalf of the City.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on July 5, 2017.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

DAVID LESSER  
Mayor

ATTEST:

---

LIZA TAMURA  
City Clerk

**AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF  
MANHATTAN BEACH AND JOAN STEIN JENKINS FOR LEGAL SERVICES**

This Agreement is made and entered into on July 5, 2017, by and between the City of Manhattan Beach, hereinafter referred to as “City”, and Joan Stein Jenkins, an individual, hereinafter referred to as “Jenkins.”

**RECITALS**

WHEREAS, Jenkins is an attorney duly licensed under the laws of the State of California and experienced in providing code enforcement services;

WHEREAS, City entered into a contract in 1997 under which Jenkins has prosecuted municipal code violations; and

WHEREAS, the parties want to increase Jenkins’ compensation consistent with cost-of-living increases.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Description of Work.**

A. Jenkins shall be the primary attorney prosecuting Municipal Code violations, act as Special Counsel, and perform such services as are requested by the City Attorney, City Manager or their designees. She is hereby authorized to perform all services as are necessary to fulfill their assignments, including, but limited to, initiating criminal and/or civil investigations, obtaining warrants, filing criminal actions, civil actions, administrative proceedings and/or other legal proceedings to enforce City’s municipal code and to undertake all necessary and appropriate actions related thereto (collectively, the “Services”). Jenkins, as authorized by the City Attorney or City Manager, or their designees, shall appear in court, conduct investigations and discovery and utilize all available procedures and seek all available remedies. Jenkins, upon City’s request, shall provide consultation services to City, the City Attorney and City Manager and their designees. Jenkins shall have access to and may review all City records necessary to perform the Services, including police or other City reports. Jenkins shall review and consider requests by City’s staff for criminal or civil prosecution; initiation of other actions or proceedings; obtain warrants and court orders; make determinations on whether to file complaints; prepare and serve complaints and legal documents; represent City at court hearings, administrative hearings and other proceedings; perform necessary legal research and investigation; interview witnesses; and undertake such other and further tasks as are necessary to fulfill their obligations under this Agreement. Jenkins is authorized upon request of the City Attorney or City Manager or their designees to provide consulting services with regard to the Manhattan Beach Municipal Code, including amendment thereto and advising department directors and law enforcement personnel.

B. Jenkins shall use her independent judgment in determining whether to recommend the initiation of criminal prosecution to City, which judgment shall be in accordance with all applicable law and the highest ethical requirements of a prosecuting attorney.

2. Data Furnished Jenkins. All information, data, reports, records and maps in the possession of City and necessary for carrying out the Services shall be furnished to Jenkins without charge by City; and City shall cooperate in every reasonable way in the carrying out of the work without delay.

3. Term. This Agreement shall be effective as of July 1, 2017 and shall be and remain in full force and effect unless terminated pursuant to Section 7 herein.

4. Personnel.

A. Jenkins represents that she will perform the Services required under this Agreement. On occasion, she may utilize other persons to perform Services. Such personnel shall not be employees of, or have any contractual relationship with City.

B. All the Services required hereunder will be performed by attorneys, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

C. Jenkins shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Jenkins' personnel practices. City shall have the right to offset against the amount of any fees due to Jenkins under this Agreement any amount due to City from Jenkins as a result of Jenkins' failure to promptly pay to City any reimbursement or indemnification arising under this Section.

5. City Representative. Jenkins shall work closely and cooperate fully with City and its designated representatives. The designated representative shall be the City Attorney or his authorized designee.

6. Compensation and Reimbursement for Costs.

A. City shall pay for Services satisfactorily performed, within 30 days following receipt from Jenkins and approval by City of original invoices as follows:

- \$125.00 an hour for Services performed during the period of July 1, 2017 – June 30, 2019.
- \$130.00 an hour for Services performed during the period of July 1, 2019 – June 30, 2021.
- \$135.00 an hour for Services performed after June 30, 2023.

B. City shall reimburse Jenkins for the following costs:

- Service charges, as incurred, for service of arraignment notices and subpoenas, procurement of documents from courts and other entities, document certification fees, and for other customary services.

- Any court reporter fees, as incurred, for the procurement of a transcript of a court proceeding.
- Any fees or charges, as incurred, to prepare, duplicate or enlarge exhibits for any proceeding.
- \$15.00 for each use of commercial database providers (including Infotek, Dataquick or Courthouse Data) for investigational or background purposes in a matter. This charge is exclusive of any attorney time in reviewing this information (to be billed hourly), or other charges to Jenkins by the information providers (which shall also be billed to City).
- Copier charges – 20 cents a page.
- Faxes – 25 cents a page.
- Postage – As incurred.
- Any extraordinary costs with prior City approval.

7. Termination. The City Council may terminate this Agreement at any time without cause by giving 30 days' written notice to Jenkins of such termination and specifying the effective date thereof. In this event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided in this Section, Jenkins will be paid for all services rendered by Jenkins prior to the date of termination. Jenkins may terminate this Agreement at any time without cause by giving 90 days' written notice to City of such termination and specifying the effective date thereof.

8. Transfer of Files. In the event of termination, City and Jenkins shall cooperate in the orderly transfer of pending matters and cases to another attorney as designated by City.

9. Contract Changes. No change in the character, extent, or duration of the Services shall be made except upon approval by the City Council and execution of an amendment to this Agreement in writing between City and Jenkins. The amendment shall set forth the changes of work, the extensions of time and the adjustments of the fee to be paid by City to Jenkins, if any.

10. Insurance. Jenkins shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or physical damage to property which may arise from or in connection with the performance of the work by Jenkins. Additionally, Jenkins shall procure and maintain for the duration of the Agreement, professional liability insurance. Insurance shall be of the type, in the amounts, and subject to, the provisions described below.

A. Commercial general liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a minimum limit of \$1,000,000 per occurrence combined single limit.

B. Professional liability insurance of at least \$1,000,000 per claim and \$2,000,000 in the aggregate. Such insurance may be subject to reasonable terms, limitations and



conditions and a self-insured retention or deductible to be borne entirely by Jenkins. Jenkins shall maintain professional liability insurance or tail coverage, as appropriate, to meet the obligations of this paragraph for a period of four years after the termination of this Agreement.

C. Evidence of Coverage.

1) Within 14 days after approval of this Agreement by City, Jenkins shall file with the City Clerk certificates of insurance with original endorsements evidencing coverage in compliance with this Agreement.

2) Jenkins shall make the insurance policies required by this Agreement, including all endorsements and riders, available to City for inspection at Jenkins's office during regular business hours.

3) During the term of this Agreement, Jenkins shall maintain with City current valid proof of insurance coverage. Proof of renewals shall be filed prior to expiration of any required coverage.

4) Failure to submit any required evidence of insurance within the required time period shall be cause for termination.

5) In the event Jenkins does not maintain current, valid, evidence of insurance on file with City, then City, may, at its option, defer payment of any moneys owed to Jenkins, or which are subsequently owed to Jenkins, until proper proof is filed.

6) All insurance coverage shall be provided by insurers satisfactory to City and with a rating of B+;VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

7) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days' prior written notice provided to City. Upon prior request of the carrier, the notice period may be reduced to ten days in the event of non-payment of premium.

8) Jenkins's insurance and any insurance provided in compliance with this Agreement shall be primary with respect to any insurance or self-insurance programs covering City, the City Council, and any officer, agent or employee of City.

9) Where available, the insurer shall agree to waive all rights of subrogation against City, and every officer, agent, and employee of City.

10) Any deductibles or self-insured retentions shall be declared to and are subject to approval by City.

11) In the event that Jenkins does not provide continuous comprehensive general liability insurance coverage, City shall have the right, but not the obligation, to obtain the required insurance coverage at Jenkins's expense, and City may deduct

all such costs from moneys City owes to Jenkins or from moneys which it subsequently owes to Jenkins.

12) All commercial general liability insurance coverage required to be maintained pursuant to this Agreement by Jenkins shall name City, the City Council, and every officer, agent, and employee of City as additional insureds with respect to work under this Agreement.

11. Independent Contractor. Jenkins shall be an independent contractor and shall not incur, nor have the power to incur any debt, obligation or liability whatever for or against City.

12. Conflicts of Interest.

A. Jenkins shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving matters upon which Jenkins is providing services under this Agreement. Jenkins shall not reveal confidential or secret information of City except with the consent of City or as otherwise required by law.

B. Jenkins shall notify City of any known conflict of interest related to matters upon which Jenkins is providing services under this Agreement. In the event that such conflict is not or cannot be waived, Jenkins shall assist and cooperate with separate services provided by outside legal counsel retained by City on the matter for which the conflict arose.

13. Compliance with State Law. Jenkins shall comply with all state, and local laws and ordinances applicable to the work and shall perform the work in a manner that accords with the highest level of professional care, and ethical responsibility as required by applicable professional standards and rules of conduct.

14. Findings Confidential. All of the reports, information, data, or other documents prepared or assembled by Jenkins under this Agreement are confidential; and Jenkins agrees that they shall not be made available to any individual or organization without the prior written approval of City or as otherwise required by law.

15. Copyright. No report or other document produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Jenkins, and all such documents may be used in any manner by City without providing additional compensation to Jenkins.

16. Assignability. Jenkins shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of City. Claims for money due or to become due to Jenkins from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

17. Notice. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Joan Stein Jenkins  
1217 8<sup>th</sup> Street  
Manhattan Beach, CA 90266

City Attorney  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266

18. Indemnification.

A. Jenkins shall defend, indemnify, and hold City, its officials, officers, employees, volunteers and agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of Jenkins, its employees, or its agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except for such loss or damage arising from the sole negligence or willful misconduct of City. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, Jenkins shall defend Indemnitees, at Jenkins' own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Jenkins shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Jenkins' obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Jenkins, City, its directors, officials, officers, employees, agents or volunteers.

B. Notwithstanding the provisions of Paragraph A. above, City acknowledges that City will defend and indemnify Jenkins from claims arising out of Jenkins' role as code enforcement attorney and special counsel for City, except for claims arising from Jenkins' negligence or intentional misconduct, and from and against all and any claims, actions and liabilities arising from the Services performed within the scope of their duties under this Agreement.

C. The provisions of this Section shall survive the termination of this Agreement.

19. Files.

A. Jenkins shall maintain one or more client files (the "Client Files") in connection with providing services in accordance with this Agreement. In such Client Files, Jenkins may place correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert's reports, and other items reasonably necessary to its representation of City. The Client Files shall be and remain the property of City. Jenkins shall control the physical location of such legal files during the term of this Agreement. Jenkins may also place in such Client Files

documents containing Jenkins' attorney work product, mental impressions or notes ("Work Product"). The Work Product shall be and remain Jenkins' property. Notwithstanding that Work Product shall be Jenkins' property, upon request by City, Jenkins shall provide City with copies of any and all Work Product prepared in connection with services performed pursuant to this Agreement. In addition, electronic documents such as e-mail and documents prepared on Jenkins' word processing system, but which have not been printed in hard copy, shall be and remain Jenkins' property and shall not be considered part of the Client Files, but copies of any such documents or emails prepared in connection with services to City shall be provided to City upon request. Jenkins may enact and implement reasonable retention policies for such electronic documents, and Jenkins has discretion to delete such documents.

B. At the conclusion of this Agreement, the original Client Files for City (but not including the Work Product) shall be made available to City; and City shall have the right to take possession of its Client Files. Jenkins will be entitled to make copies of the Client Files, and City will be entitled to make copies of the Work Product for City. At the conclusion of this Agreement (whether or not City takes possession of the Client Files), City shall take possession of any and all original contracts, certificates, and similar documents that may be in the Client Files; and Jenkins shall have no further responsibility with regard to such documents.

C. If City does not take possession of the Client Files at the conclusion of the Agreement, Jenkins shall store such Client Files for a period of at least one year. During the entire time that Jenkins stores the Client Files, City shall have the right to take possession of its files at any time. At the conclusion of such one-year period, Jenkins may send to City a notice, advising of Jenkins' intention to dispose of the Client Files. City shall have 60 days from the date of such notice to take possession of the Client Files. If City does not take possession of the Client Files during that time, then City agrees that Jenkins may dispose of the Client Files without further notice. Jenkins shall have no obligation to abide by City's document retention schedule or to take any steps except as outlined above or upon written direction from City.

20. Extent of Agreement. This Agreement represents the entire and integrated Agreement between City and Jenkins and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the party affected by the amendment.

21. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

22. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California.

23. Recitals. The Recitals set forth above are made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first hereinabove written.

City:

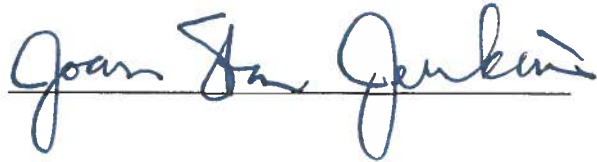
City of Manhattan Beach,  
a California municipal corporation

JOAN STEIN JENKINS

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

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

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



ATTEST:

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

Name: Liza Tamura

Title: City Clerk

APPROVED AS TO FORM:

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

Name: Quinn M. Barrow

Title: City Attorney

*for*

APPROVED AS TO CONTENT:

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

Name: Bruce Moe

Title: Finance Director



**Agenda Date:** 7/5/2017

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Liza Tamura, City Clerk  
George Gabriel, Management Analyst

**SUBJECT:**

Appoint Bruce Greenburg, Manhattan Beach Unified School District Appointee, to the Parks and Recreation Commission (Seat No. 2) (City Clerk Tamura).

**RATIFY APPOINTMENT**

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**RECOMMENDATION:**

Staff recommends that the City Council ratify the appointment of Bruce Greenburg, Manhattan Beach Unified School District appointee, to the Parks & Recreation Commission (Seat No. 2).

**FISCAL IMPLICATIONS:**

There are no fiscal implications associated with the recommended action.

**BACKGROUND:**

The Parks and Recreation Commission is responsible for the recreational needs of all citizens, and promotes supervised public recreation within the City. The Parks and Recreation Commission consists of seven (7) members: five (5) at large members, one (1) representative from Manhattan Beach Unified School District (MBUSD), and one (1) student representative.

Kathleen Paralusz served as the MBUSD representative (Seat No. 2) on the Parks and Recreation Commission from June 3, 2014 to May 31, 2017. Prior to the end of Commissioner Paralusz's term, she indicated to the City and the Manhattan Beach Unified School District (MBUSD) that she would not seek reappointment to Seat No. 2 on the Parks and Recreation Commission. Additionally, Kathleen Paralusz was appointed to the Parking and Public Improvements Commission (PPIC) at the Adjourned Regular City Council meeting on May 2, 2017.

**DISCUSSION:**

Resolution No.17-0059 provides the Manhattan Beach Unified School District the opportunity to appoint a commissioner to Seat No. 2 on the Parks and Recreation Commission.

At the June 21, 2017 MBUSD Board of Trustees meeting, the Board appoint Mr. Bruce Greenberg to Seat No. 2 to serve a three-year term ending on May 31, 2020.

Therefore, in accordance with Resolution No. 17-0059, the City Council can ratify the appointment of Mr. Bruce Greenberg to assume his duties as a Parks and Recreation Commissioner.

**POLICY ALTERNATIVE:**

**ALTERNATIVE:**

Do not ratify appointment of Bruce Greenberg to the Parks and Recreation Commission

**PROS:**

- N/A

**CONS:**

- Parks and Recreation Commission will not have full Commission seated.
- Potential delays associated with appointing a new Commissioner.

**PUBLIC OUTREACH/INTEREST:**

After analysis, staff determined that public outreach was not required for this issue.

**LEGAL REVIEW**

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

**Attachment/Attachments:**

1. Letter from MBUSD



Michael Matthews, Ed.D.  
Superintendent

Dawnalyn Murakawa-  
Leopard, Ed.D.  
Deputy Superintendent,  
Administrative Services  
(310) 318-7345, Ext. 5943  
FAX: (310) 303-3823



*Board of Trustees*

Jennifer Cochran  
Christine Cronin-Hurst  
Bill Fournell  
Karen Komatinsky  
Ellen Rosenberg

325 South Peck Avenue • Manhattan Beach • California 90266 • (310) 318-7345 • FAX (310) 303-3822

June 21, 2017

City of Manhattan Beach  
Attn: Mark Leyman  
Department of Parks and Recreation  
1400 Highland Avenue  
Manhattan Beach, CA 90266

Dear Mr. Leyman,

On June 20, 2017 during the regular Board meeting Mr. Bruce Greenberg was appointed to represent the Manhattan Beach Unified School District on the City of Manhattan Beach Parks and Recreation Commission. We understand this appointment will be effective July 5, 2017 for a term of three years.

We will forward Mr. Greenberg's contact information by email to George Gabriel, Management Analyst for the City of Manhattan Beach.

Thank you and please do not hesitate to contact this office if you have any questions regarding this appointment.

Sincerely,

Dr. Dawnalyn Murakawa-Leopard  
Deputy Superintendent



**Agenda Date:** 7/5/2017

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Bruce Moe, Finance Director  
Libby Bretthauer, Financial Analyst

**SUBJECT:**

Adoption of Annual Investment Policy for Fiscal Year 2017-2018 and Delegation of Responsibility for Investing Funds to the City Treasurer (Finance Director Moe).

**APPROVE**

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**RECOMMENDATION:**

The Finance Subcommittee and City Staff recommend that the City Council approve the 2017-2018 Investment Policy and continue the existing delegation of responsibility for investing funds to the City Treasurer.

**FISCAL IMPLICATIONS:**

There are no fiscal implications from the recommended action.

**BACKGROUND:**

The City's adopted Financial Policies state that the City Council shall annually review, and modify as appropriate, the City's investment policy. The Finance Subcommittee reviews and approves the policy in advance of Council review and adoption, which they did at their June 15, 2017 meeting.

**DISCUSSION:**

The City's current Investment Policy was reviewed by the City's investment brokers, as well as City staff. A number of changes to the policy were identified based on current laws, regulations or changing market conditions. Furthermore, Investment Policy Certification Program guidelines issued by the California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers of the United States and Canada (APT US&C) were reviewed. Many of the proposed changes are in accordance with recommendations and best management practices provided by these respected organizations.

These changes as presented were reviewed and approved by the Finance Subcommittee for recommendation to the full City Council. All changes are presented in redline format in Attachment #1. A clean version (no redlines) is also included as Attachment #2.

*Delegation of Investment Authority to the City Treasurer*

Pursuant to the California Government Code 53607, the legislative body (City Council) of the local agency may invest funds of the local agency or delegate that responsibility to the Treasurer of the local agency, who assumes full responsibility for all investment transactions and makes a monthly report of those transactions to the legislative body until the delegation is revoked or expired. The legislative body may renew the delegation of authority each year.

The City Council has previously delegated Investment Authority to the City Treasurer, most recently in December 2016. City staff recommends that the City Council renew that delegation of responsibility for FY 2017-2018. This recommendation, if accepted, continues the long standing City Council delegation of authority to the City Treasurer that is vital to the efficient operation of the City's treasury management.

**CONCLUSION:**

The Finance Subcommittee and City Staff recommend that the City Council approve the 2017-2018 Investment Policy and continue the existing delegation of responsibility for investing funds to the City Treasurer.

Attachments:

1. Investment Policy for 2017-2018 (Red-Lined Version)
2. Investment Policy for 2017-2018 (Clean Version)

# CITY OF MANHATTAN BEACH INVESTMENT POLICY

*Revised June 2017 ~ Adopted December 6, 2016*

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## I. Policy Introduction

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment process. The initial step toward a prudent investment policy is to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projection, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and short-term borrowing programs which coordinate working capital requirements and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short-term investment program.

The policy shall be reviewed annually by the Finance Subcommittee and any modifications made thereto must be approved by the City Council. The City's investment policy shall be adopted annually by the City Council.

The Director of Finance shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, master repurchase agreements, wire transfer agreements, banking service contracts and depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City.

## II. Scope

It is intended that this policy cover all short-term operating funds and investment activities under the direct authority of the City. –These funds are described in the City's annual financial report and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds

This investment policy does not apply to Bond Proceeds or Deferred Compensation Funds. California Government Code Section 5922(d) authorizes bond, certificates of participation notes and other debt issue proceeds to be invested in accordance with the related offering documentation. These Code Sections recognize the unique needs and objectives of such proceeds. Likewise, Deferred Compensation Plans are covered under California Government Code.

### III. Objectives

A. Safety: Safety of principal is the foremost objective of the City, followed by liquidity and yield. Each investment transaction shall seek to first ensure that capital losses are avoided, whether from securities defaults or erosion of market value.

~~B.~~ Investment decisions should not incur unreasonable credit or market risks in order to obtain current investment income.

Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in only very safe securities and by diversifying the investment portfolio so that the failure of any one issuer would not unduly harm the City's cash flow.

Market risk, defined as the risk of market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by structuring the portfolio so that securities mature at the same time that major cash outflows occur, thus eliminating the need to sell securities prior to their maturity. It shall also be mitigated by prohibiting the taking of short positions (selling securities that the City does not own). It is explicitly recognized herein, however, that in a diversified portfolio occasional measured losses are inevitable and must be considered within the context of overall investment return.

~~C.B.~~ Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. ~~The This~~ need for investment liquidity may be tempered to the extent that the City is able to issue short-term notes to meet its operating requirements, if beneficial.

~~D.C.~~ Return on Investments: The investment portfolio shall be managed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow requirements, and state and local law, ordinances or resolutions that restrict the placement of short-term funds.

~~E.D.~~ Diversification: The City's investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions.

~~F.E.~~ While the City will not make investments for the purpose of trading or speculation as the dominant criterion, the Director of Finance shall seek to enhance total portfolio return by means of ongoing portfolio management. ~~–~~The prohibition of speculative investments precludes investments primarily directed at gains or profits from conjectural fluctuations in market prices.

### IV. Prudence

~~G.~~ The City adheres to the guidance provided by the "prudent person rule," which obligates fiduciary to ensure that investments shall be made with the exercise of that degree of judgment and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived. This standard shall be applied in the context of managing an overall portfolio.

All participants in the investment process shall act responsibly as custodians of the public trust. Portfolio managers shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Nevertheless, in a diversified portfolio, it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

IV.V. Delegation of Authority

Pursuant to the California Government Code 53607, the legislative body (City Council) ~~of the local agency~~ may invest the City's funds ~~of the local agency~~ or delegate that responsibility to the City Treasurer ~~of the local agency~~, who assumes full responsibility for all investment transactions and ~~ensures~~makes a monthly report of those transactions is provided to the City Council ~~legislative body~~ until the delegation is revoked or expired. The City Council ~~legislative body~~ may renew the delegation of authority each year.

VI. Ethics and Conflicts of Interest

Investment officials shall refrain from personal business activity that could conflict with proper execution and management of the policy and the investment program, or which could impair their ability to make impartial decisions. Investment officials must provide a public disclosure document annually to the office of the City Clerk. Furthermore, Investment officials must refrain from undertaking personal investment transactions with the same individual(s) employed by the financial institution with whom business is conducted on behalf of the City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City.

V.VII. Finance Subcommittee

The City Council will appoint a Finance Subcommittee for the purpose of overseeing the implementation of the City's investment program and assuring it is consistent with the investment policy as approved by the City Council. The Finance Subcommittee shall consist of the City Treasurer as Chairperson and two members of the City Council, and shall meet at least quarterly to determine general strategies and to monitor results. The Finance Subcommittee shall include in its deliberations such topics as: economic outlook, portfolio diversification and maturity structure, potential risks to the City's funds, approval of authorized financial institutions, and the target rate of return on the investment portfolio. Written investment procedures must be approved by the Finance Subcommittee. Professional and technical advisory support for the Finance Subcommittee shall be provided by the City Treasurer, City Manager and Director of Finance.

VI.VIII. Reporting

The Director of Finance shall prepare a monthly investment report and submit to the City Manager, the City Council and the City Treasurer. Schedules of the monthly report shall itemize the month's investment purchases, sales and maturities and indicate their effect on portfolio value; itemize all investments and deposits in the portfolio by investment or deposit

category, providing essential identifying characteristics for each investment or deposit; indicate the percentage of the portfolio represented by each investment and by each investment category; show all par values, market values and costs at time of purchase, together with each item’s coupon or discount rate and current earning rate; show the average earning rate for the portfolio; indicate distribution of the portfolio by maturity category and provide other relevant detail to accomplish disclosure of investment activity and portfolio status.

VII.IX. Investment Instruments

General Guidelines that the City should follow in managing its investments are as follows:

- No investment will be purchased which matures more than five years from the date of settlement without the prior approval of the City Council.
- Maturities of individual investments shall be diversified, attempting to match cash flow requirements where possible.
- The use of callable securities is permitted within the investment classes listed.

To reduce overall portfolio risk while attempting to attain market value rates of return consistent with the primary objectives of safety and availability of funds, investments shall be diversified across types of investments, maturities of those investments, and institutions in which those investments are made. Generally, the portfolio is to be invested in U.S. Treasury and Federal Agency securities with a modest addition of Bankers Acceptances (BA’s) and Certificates of Deposit (CD’s), and high-grade Medium-Term Corporate Notes.

The City specifically prohibits investments in bonds issued by other local agencies, Reverse Repurchase Agreements and Derivatives (interest rate floaters, range notes, interest-only strips).

**Permitted Investments Per City Policy**

Investments shall be made only in those instruments specifically authorized by California State laws (section 53600-53609). The City’s specific permitted investment guidelines are listed below. **These are in addition to, and must be used in conjunction with, the State of California statues applicable to Municipal Investments (see Attachment A).** It should be noted that in some cases the City’s permitted investments are more restrictive than the State guidelines. Please note that maximum maturities in the chart refer to total remaining term from settlement date, which may differ from original term at time of issue.

<b>Permitted Instruments</b>	<b>City Policies/Limitations</b>
State or County Investment Pool (LAIF)	<b>Dollar Maximum:</b> \$50 million (State limit) <b>Portfolio Maximum:</b> 50% (City limit, unless authorized by Finance Subcommittee – see below)
Federally Insured Banks & Thrifts/Time Deposits	<b>Dollar Maximum:</b> Amount insured including accrued interest <b>Term Maximum:</b> 5 Years
U.S. Treasuries	<b>Dollar Maximum:</b> None <b>Term Maximum:</b> 5 Years

*Continued on next page*



## ATTACHMENT #1

Government Sponsored Enterprises* (US Agencies)	<b>Term Maximum:</b> 5 Years <b>Portfolio Maximum:</b> 60%; 33-1/3% per issuer
Bankers Acceptances	<b>Term Maximum:</b> 180 Days <b>Portfolio Maximum:</b> 20%; 5% per issuer
Commercial Paper	<b>Term Maximum:</b> 270 Days <b>Portfolio Maximum:</b> 15%; 5% per issuer (including Medium-Term Notes)
Medium-Term Notes	<b>Term Maximum:</b> 5 Years <b>Portfolio Maximum:</b> 20%; 10% per sector; 5% per issuer (including Commercial paper) <b>Ratings Minimum:</b> Aaa to Aa3 (Moody's) or AAA to A+ (Standard and Poors) <b><u>Make Whole Call: Only when the MTN is purchased at a discount (i.e. yield-to-maturity exceeds coupon)</u></b>
Negotiable Certificates of Deposit	<b>Term Maximum:</b> 5 Years <b>Portfolio Maximum:</b> 20%; lesser of 5% or \$1 million per issuer
Repurchase Agreements	<b>Term Maximum:</b> 1 Year <b>Portfolio Maximum:</b> 20% Daily mark to market valuation of 102% of underlying security <b><u>A Master Repurchase Agreement must be signed with the bank or dealer.</u></b>
Money Market Mutual Funds	<b>Portfolio Maximum:</b> 20%; 5% per issuer (issuer to have \$500+ million assets)

*(Continued)*

<b>Prohibited Instruments</b>	Reverse Repurchase Agreements, California State Obligations, California Local Obligations, Mutual Funds, Mortgage Pass-Through Securities, Asset Backed Securities, Covered Bonds
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*\*Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation. (FHLMC); Federal Home Loan Bank (FHLB); Federal Farm Credit Bank (FFCB), Federal Agricultural Mortgage Corp (FAMC), Student Loan Marketing Assn. (SLMA); Tennessee Valley Authority (TVA); and any other U.S. Federal agency or instrumentality.*

Percentages of investment allocation and investment maximum limits apply at the time of purchase. Portfolio managers may at his/her discretion, temporarily exceed these guidelines when repositioning the portfolio. Should the manager recommend an extended departure from the diversifications guideline (more than 90 days), Finance Subcommittee approval is required.

The investment policy sets forth minimum credit ratings for Medium-Term Notes. These credit limits apply at the time of the initial purchase of the security and a subsequent change in rating status does not necessarily force the sale or disposition of the investment. In the event that the security is later downgraded below minimum required levels, the Treasurer and City Staff will assess the risk exposure, make a decision on the course of action, and advise the Finance Subcommittee.

State Local Agency Investment Fund (LAIF)

The City’s policy with regard to LAIF is that no more than 50% of the investment portfolio may be deposited in LAIF at any time (as calculated at month end). Recognizing that LAIF is often the preferred depository for liquid funds, and in-flows during certain cash positive months results in higher LAIF balances, allowances may need to be made for short term holdings in LAIF that exceed 50%. As a result, in the event LAIF reaches the 50% threshold at any given month end, the portfolio must be reduced to the 50% level by the end of the next monthly reporting period.

When circumstances warrant, the City Treasurer may at his/her sole discretion permit the LAIF balance to exceed 50% of the portfolio for more than the one month period when market conditions make LAIF the preferred deposit for liquid-to-short term investment of City funds. The City Treasurer will provide written notification to the Subcommittee if LAIF exceeds 50% for more than 30 days.

VIII.X. Relationships with Financial Institutions

~~H.A.~~ H.A. The City may only purchase statutorily authorized investments, not purchased directly from the issuer, but from either an institution licensed by the state as a broker/dealer, from a national or state chartered bank, from a federal or state savings institution, from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank, or a member of a securities exchange.

~~H.B.~~ H.B. Financial institutions with which the City conducts investment activities must agree in writing to undertake reasonable efforts to prevent illegal and/or imprudent transactions involving City funds. Should it come to the attention of the Director of Finance that City funds have been involved in illegal and/or imprudent transactions, it will be reported to the City Council along with options for dealing with the situation.

All security dealers who wish to engage in transactions with the City must meet the City’s requirements for reliability and safety. All purchases made by the City shall require third party safekeeping or delivery of the securities to the City.

~~J.C.~~ To ensure yields consistent with this policy and to provide for the objective investment of City funds, the City’s investment procedures shall be designed to include transactions with several firms that compete directly for public business, and to encourage competitive bidding on transactions. Such bids and offers shall be made available upon request to the Finance Subcommittee and the City Manager.

~~K.D.~~ The City shall utilize a minimum of two financial institutions deemed eligible by the Finance Subcommittee to place all investment purchases. Based on a periodic evaluation, securities dealers, banks and other financial institutions will be dropped or continued on the eligibility list. The following criteria will be used in the evaluation:

- ~~A.1.~~ Prompt and accurate confirmation of transactions
- ~~B.2.~~ Efficient securities delivery
- ~~C.3.~~ Accurate market information account servicing

In order to assist in identifying “qualified financial institutions,” the Director of Finance shall forward copies of the City’s investment policy to those financial institutions with which the City is interested in doing business and require written acknowledgement of the Policy.

All qualified financial dealers must supply the City with the following:

- Annual audited financial statements
- Proof of National Association of Securities Dealers (NASD) certification
- Trading Resolution
- Proof of State of California state registrations
- Completed Broker/Dealer Questionnaire
- Certification of having read the City’s policy

The City will maintain an authorized agreement with at least one eligible broker who is associated with an institutional (versus retail) division of a primary brokerage firm.

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Treasurer (or Finance Director). A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the City invests.

~~H.XI.~~ Custody and Safekeeping of Securities and City Funds

~~D.A.~~ All City investments shall have the City of Manhattan Beach as its registered owner, and all interest and principal payments and withdrawals shall indicate the City of Manhattan Beach as the payee.

~~E.B.~~ All securities shall be safe kept with the City itself or with a qualified financial institution, contracted by the City as a third party. All securities shall be acquired by the

safekeeping institution on a “delivery-versus-payment” (DVP) basis. In other words, the security must be delivered before funds are released. The DVP basis for delivery applies also to the delivery and safekeeping of repurchase agreement collateral.

~~F.C.~~        Original copies of non-negotiable certificates of deposit and confirming copies of all other investment transactions must be delivered to the City.

~~X.XII.~~ Internal Control

The Director of Finance shall establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. Controls deemed most important include: control of collusion, separation of duties, separating transaction authority from accounting and recordkeeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized portfolio managers, documentation of transactions and strategies, and ethical standards.

The Director of Finance shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with established policies and procedures.

~~XI.XIII.~~ Risk Tolerance

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity.

Portfolio diversification is employed as a way to control risk. Portfolio managers are expected to display prudence in the selection of securities, as a way to minimize default risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. All investment reports shall specifically address whether current investment results have been affected by any of the foregoing risks, and shall explain what actions portfolio managers have taken to control or correct for such risks.

XIV. Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the City’s investment risk constraints and cash flow needs.

The City’s investment strategy is passive (buy-and-hold). The Treasurer and/or Finance Director periodically identifies and reviews comparable benchmarks. Benchmarks may change over time based on changes to market conditions or cash flow requirements.

~~XII.XV.~~ Indemnification of Portfolio Managers

## **ATTACHMENT #1**

Any portfolio manager exercising his or her authority with due diligence and prudence, and in accordance with the City of Manhattan Beach Investment Policy, will not be held personally liable for any individual investment losses or for total portfolio losses.

**ATTACHMENT A:  
Summary of State of California Statutes Applicable to Municipal Investment**

The following investments are authorized by California State Code, Title 5, Division 2, Sections 16340, 16429.1, 53601, 53601.8, 53635, 53635.2, and 53638.

<b>California Authorized Investments</b>	<b>Key Limitation Summary*</b>
<b>Local Agency Bonds</b>	<b>Portfolio Maximum:</b> None
<b>US Treasury Notes, Bonds, Bills</b>	<b>Portfolio Maximum:</b> None
<b>California State Warrants, Treasury Notes or Bonds</b>	<b>Portfolio Maximum:</b> None
<b>Bonds, Notes, Warrants of any local agency within the State</b>	<b>Portfolio Maximum:</b> None
<b>Federal Agency or United States government-sponsored enterprise obligations</b>	<b>Portfolio Maximum:</b> None
<b>Bankers Acceptances</b>	<b>Portfolio Maximum:</b> 40%; 30% in any one issuer <b>Term Maximum:</b> 180 days
<b>Commercial Paper</b>	Domestic corporation with total assets greater than \$500 million <b>Ratings Minimum:</b> A-1 rated commercial paper <b>Portfolio Maximum:</b> 25%; 10% in any single issuer <b>Term Maturity:</b> 270 days
<b>Negotiable Certificates of Deposit and CD Placement Service</b>	Nationally or state-chartered bank, a savings association or a federal association, a state of federal credit union, or a state licensed branch of a foreign bank. <b>Portfolio Maximum:</b> 30%
<b>Repurchase Agreements</b>	102% underlying security valuation <b>Term Maximum:</b> One Year
<b>Reverse Repurchase Agreements</b>	Security subject to repurchase has been owned & fully paid for at least 30 days prior to sale. Funds received cannot be used to purchase securities with a maturity longer than 92 days. <b>Portfolio Maximum:</b> 20% Maximum limitation <b>Term Maximum:</b> 92 days
<b>Medium Term Corporate Notes</b>	Domestic corporations rated "A" or better <b>Portfolio Maximum:</b> 30%
<b>Shares of Beneficial Interest Issued By Diversified Management Companies (Mutual &amp; Money Market Funds)</b>	<b>Portfolio Maximum:</b> 20%; 10% per fund Money Market funds registered with the SEC; attained the highest ranking by not less than two nationally recognized rating organizations; assets in excess of \$500 million; investment advisor with not less than five years experience

*Continued on next page*

<b>California Authorized Investments</b>	<b>Key Limitation Summary*</b>
<p><b>Local Agency Investment Fund</b>                      Any mortgage pass through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass through certificate, or consumer receivable-backed bond</p>	<p><b>Investment Maximum:</b> \$50 million  <b>Portfolio Maximum:</b> 20%  <b>Minimum Rating:</b> “AA” national rating</p>
<p><b>Other Obligation Valuation Requirements:</b>                      (m) Promissory notes secured by first mortgages and first trust deeds which comply with Section 53651.2.                      (p) With the consent of the treasurer, letters of credit issued by the Federal Home Loan Bank of San Francisco which comply with Section 53651.6.</p>	<p>(a) Eligible securities, except eligible securities of the classes described in subdivisions (m) and (p) of Section 53651, shall have a market value of at least 10 percent in excess of the total amount of all deposits of a depository secured by the eligible securities.                      (b) Eligible securities of the class described in subdivision (m) of Section 53651 shall have a market value at least 50 percent in excess of the total amount of all deposits of a depository secured by those eligible securities.                      (c) Eligible securities of the class described in subdivision (p) of Section 53651 shall have a market value of at least 5 percent in excess of the total amount of all deposits of a depository secured by those eligible securities.</p>
<p>Moneys held by a trustee or fiscal agent pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements</p>	<p>May be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.</p>
<p>Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest</p>	<p>Securities of the types listed by Section 53651                      Market value of at least 110% of underlying security value</p>

*Continued on next page*

**California Authorized Investments**

**Key Limitation Summary\***

Other Code Restrictions & Clarifications

A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.

A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero interest accrual if held to maturity.

No more than 5 percent of the total assets of the investments held by a local agency may be invested in the securities of any one issuer, except the obligations of the United States government, United States government agencies, and United States government-sponsored enterprises.

Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase.

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*\*Unless otherwise stated, all investments have a five year maximum maturity limitation.*



## GLOSSARY

**AGENCIES:** Federal agency securities and/or government-sponsored enterprises, such as Federal Home Loan Bank, Federal National Mortgage Association, etc.

**ASK:** The price at which securities are offered.

**AVERAGE DAYS TO MATURITY:** The average time to maturity of all the debt securities held in a portfolio.

**BANKERS' ACCEPTANCE (BA):** Short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at its maturity. An acceptance is a high-grade negotiable instrument. Acceptances are purchased in various denominations for 30, 60, or 90 days, but no longer than 180 days. The interest is calculated on a 360-day discount basis similar to treasury bills. Local agencies may not invest more than 40% of their surplus money in banker's acceptance.

**BASIS POINT:** A basis point equals one one-hundredth of 1% (.01%).

**BID:** The price offered for securities.

**BOOK ENTRY SECURITIES:** All U.S. Treasury and Federal Agencies are maintained on computerized records at the Federal Reserve now known as "wireable" securities.

**BROKER:** A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides. In the money market, brokers are active in markets in which banks buy and sell money and in inter-dealer markets.

**CERTIFICATES OF DEPOSIT (CD):** Time deposits of a bank or savings and loan. They are purchased in various denominations with maturities ranging from 30 to multiple years. The interest is calculated on a 360-day, actual day month basis and is payable monthly.

**NEGOTIABLE CERTIFICATES OF DEPOSIT:** Unsecured obligations of the financial institution, bank or savings and loan, bought at par value with the promise to pay face value plus accrued interest at maturity. They are high-grade negotiable instruments, paying a higher interest rate than regular certificates of deposit. The primary market issuance is in multiples of \$1,000,000, the secondary market usually trades in denominations of \$500,000, although smaller lots are occasionally available. As a matter of practice, only the ten largest U.S. banks, where there is a secondary market established for continued liquidity, are considered for investment.

**COLLATERAL:** Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):** The official annual report for the City of Manhattan Beach. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting

schedules necessary to demonstrate compliance with finance-related, legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

**COMMERCIAL PAPER:** Short-term unsecured promissory note issued by a corporation to raise working capital. These negotiable instruments are purchased at a discount to par value or at par value with interest bearing. Commercial paper is issued by corporations such as IBM, Bank of America, etc.

Local agencies are permitted by State law to invest in commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical ratings as provided by Moody's Investor's Service, Inc., or Standard and Poor's Corporation. Purchases of eligible commercial paper may not exceed 270 days maturity nor exceed 30% of the local agency's surplus funds.

**COUPON:** The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DELIVERY VERSUS PAYMENT (DVP):** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of a signed receipt for the securities.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DISCOUNT:** The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U.S. Treasury bills).

**DIVERSIFICATION:** Dividing investment funds among a variety of securities and issuers offering independent returns.

**DERIVATIVE:** An asset that derives its value from another asset. For example, a call option on the stock of Coca-Cola is a derivative security that obtains value from the shares of Coca-Cola that can be purchased with the call option. Call options, put options, convertible bonds, futures contracts, and convertible preferred stock are examples of derivatives. A derivative can be either a risky or low-risk investment, depending upon the type of derivative and how it is used.

**FEDERAL CREDIT AGENCIES:** Guaranteed directly or indirectly by the United States Government. All agency obligations qualify as legal investments and are acceptable as security for public deposits. They usually provide higher yields than regular Treasury issues with all of the same advantages. Examples include:

- FFCB's (Federal Farm Credit Bank) - Debt instruments used to finance the short and intermediate term needs of farmers and the national agricultural industry. They are issued monthly with three-

and six-month maturities. The FFCB issues larger issues (one to ten years) on a periodic basis. These issues are highly liquid.

- FHLB's (Federal Home Loan Bank Notes and Bonds) - Issued by the Federal Home Loan Bank System to help finance the housing industry. The notes and bonds provide liquidity and home mortgage credit to savings and loan associations, mutual savings banks, cooperative banks, insurance companies and mortgage-lending institutions. They are issued irregularly for various maturities. The minimum denomination is \$5,000. The notes are issued with maturities of less than one year and interest is paid at maturity. The bonds are issued with various maturities and carry semi-annual coupons. Interest is calculated on a 360-day, 30-day month basis.
- FNMA's (Federal National Mortgage Association) - Used to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration. They are issued about four times a year for maturities ranging from a few months to eight years. They are issued in minimum denominations of \$10,000. They carry semi-annual coupons. Interest is computed on a 360-day, 30-day month basis.
- Other federal agency issues include Small Business Administration notes (SBA's), Government National Mortgage Association notes (GNMA's), Tennessee Valley Authority notes (TVA's), Federal Agriculture Mortgage Corp (FAMC), and Student Loan Association notes (SALLIE-MAE's).

**FEDERAL FUNDS:** Non-interest bearing deposits held by member banks at the Federal Reserve. Also used to denote "immediately available" funds in the clearing sense. "Fed Funds" also used to refer to these funds.

**FEDERAL FUNDS RATE:** The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures financial institutions' deposits, currently up to \$250,000 per account.

**FEDERAL HOME LOAN BANKS (FHLB):** The institution that formerly regulated and lent to savings and loan associations. The Federal Home Loan Banks played a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks. However, those responsibilities have been assumed by the Office of Thrift Supervision and the FDIC.

**FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC):** A U.S. Corporation and instrumentality of the U.S. government. Through its purchases of conventional mortgages, it provides liquidity to the mortgage markets, much like FNMA. FHLMC'S Securities are highly liquid and widely accepted. FHLMC assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development (H.U.D.). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**GOVERNMENTAL NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**LAIF (Local Agency Investment Fund):** A special fund in the California State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum balance of \$50,000,000 for any agency. The City is restricted to a maximum of fifteen transactions per month. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share basis determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly. The State retains an amount for reasonable costs of making the investments, not to exceed one-quarter of one percent of the earnings.

**MAKE WHOLE CALL:** A type of call provision on a bond allowing the borrower to pay off remaining debt early. The borrower makes a lump sum payment derived from a formula based on a predetermined spread to an index (typically a Treasury Note), or par value of the bond.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase--reverse agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MEDIUM-TERM CORPORATE NOTES:** Unsecured promissory notes issued by a corporation organized and operating in the United States. These are negotiable instruments and are traded in the secondary market. Medium term corporate notes can be defined as extended maturity commercial paper.

Local agencies are restricted by the Government Code to investments in corporations rated in the top three note categories by a nationally-recognized rating service. Further restrictions are a maximum term of five years to maturity and total investments in medium term corporate notes may not exceed 30% of the local agency's surplus funds.

**MONEY MARKET FUNDS:** Open-ended mutual fund that invests in highly liquid and safe securities (bills, commercial paper, bankers' acceptances, CD's, etc.) and pays money market rates of interest. The fund's net asset value remains a constant \$1 a share.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PORTFOLIO:** Collection of securities held by an investor.

**PORTFOLIO MANAGER:** City Treasurer or Director of Finance

**PRIMARY DEALER:** A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

**PRIME RATE:** The rate at which banks lend to their best or "prime" customers. Also known as the "reference rate."

**PRUDENT PERSON RULE:** An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state (the so-called legal list). In other states, the trustee may invest in a security if it is one which would be brought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**QUALIFIED PUBLIC DEPOSITORIES:** A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**REPURCHASE AGREEMENTS (RP OR REPO):** A repo or reverse-repo is a short-term investment transaction. Banks buy temporarily idle funds from a customer by selling U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date. Repurchase agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal funds and the maturity of the repo. Some banks will execute repurchase agreements for a minimum of \$100,000 to \$500,000, but most banks have a minimum of \$1,000,000. A reverse-repo is exactly what the name implies.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SEC RULE 15C3-1:** See uniform net capital rule.

**STUDENT LOAN MARKETING ASSOCIATION (SLMA):** A U.S. Corporation and instrumentality of the U.S. government. Through its borrowings, funds are targeted for loans to students in higher education institutions. SLMA's securities are highly liquid and are widely accepted.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**SETTLEMENT DATE:** The date on which a trade is cleared by delivery of securities against funds. This date may be the same as the trade date or later.

**TENNESSEE VALLEY AUTHORITY (TVA):** A U.S. Corporation created in the 1930's, to electrify the Tennessee Valley area; currently a major utility headquartered in Knoxville Tennessee. TVA's securities are highly liquid and are widely accepted.

**TRADE DATE:** The date on which a transaction is initiated or entered into by the buyer and seller.

**TREASURY BILLS:** Issued weekly with maturity dates up to one year. They are issued and traded on a discount basis with interest figured on a 360-day basis, actual number of days. They are issued in amounts of \$10,000 and up, in multiples of \$5,000. They are a highly liquid security.

**TREASURY NOTES:** Initially issued with two- to ten-year maturities. They are actively traded in a large secondary market and are very liquid. The Treasury may issue note issues with a minimum of \$1,000, however, the average minimum is \$5,000.

**TREASURY BOND:** Long-term U.S. Treasury securities having initial maturities of more than ten years.

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**WEIGHTED AVERAGE MATURITY:** The average amount of time remaining before maturity, weighted by the percentage of the debt securities held in the portfolio.

**WHEN-ISSUED TRADES:** Typically, there is a lag between the time a new bond is announced and sold, and the time when it is actually issued. During this interval, the security trades "when, as, and if issued."

**YIELD:** The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**YIELD TO MATURITY:** The rate of return yielded by a debt security held to maturity when both interest payments and the investor's capital gain or loss on the security are taken into account.

**CITY OF MANHATTAN BEACH  
INVESTMENT POLICY**

*Revised June 2017 ~ Adopted \_\_\_\_\_*

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I. Policy

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment process. The initial step toward a prudent investment policy is to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projection, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and short-term borrowing programs which coordinate working capital requirements and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short-term investment program.

The policy shall be reviewed annually by the Finance Subcommittee and any modifications made thereto must be approved by the City Council. The City's investment policy shall be adopted annually by the City Council.

The Director of Finance shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, master repurchase agreements, wire transfer agreements, banking service contracts and depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City.

II. Scope

It is intended that this policy cover all short-term operating funds and investment activities under the direct authority of the City. These funds are described in the City's annual financial report and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds

This investment policy does not apply to Bond Proceeds or Deferred Compensation Funds. California Government Code Section 5922(d) authorizes bond, certificates of participation notes and other debt issue proceeds to be invested in accordance with the related offering documentation. These Code Sections recognize the unique needs and objectives of such proceeds. Likewise, Deferred Compensation Plans are covered under California Government Code.



III. Objectives

- A. Safety: Safety of principal is the foremost objective of the City, followed by liquidity and yield. Each investment transaction shall seek to first ensure that capital losses are avoided, whether from securities defaults or erosion of market value.

Investment decisions should not incur unreasonable credit or market risks in order to obtain current investment income.

Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in only very safe securities and by diversifying the investment portfolio so that the failure of any one issuer would not unduly harm the City's cash flow.

Market risk, defined as the risk of market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by structuring the portfolio so that securities mature at the same time that major cash outflows occur, thus eliminating the need to sell securities prior to their maturity. It shall also be mitigated by prohibiting the taking of short positions (selling securities that the City does not own). It is explicitly recognized herein, however, that in a diversified portfolio occasional measured losses are inevitable and must be considered within the context of overall investment return.

- B. Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. The need for investment liquidity may be tempered to the extent that the City is able to issue short-term notes to meet its operating requirements, if beneficial.
- C. Return on Investments: The investment portfolio shall be managed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow requirements, and state and local law, ordinances or resolutions that restrict the placement of short-term funds.
- D. Diversification: The City's investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions.
- E. While the City will not make investments for the purpose of trading or speculation as the dominant criterion, the Director of Finance shall seek to enhance total portfolio return by means of ongoing portfolio management. The prohibition of speculative investments precludes investments primarily directed at gains or profits from conjectural fluctuations in market prices.

IV. Prudence

The City adheres to the guidance provided by the "prudent person rule," which obligates fiduciary to ensure that investments shall be made with the exercise of that degree of judgment and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived. This standard shall be applied in the context of managing an overall portfolio.

All participants in the investment process shall act responsibly as custodians of the public trust. Portfolio managers shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Nevertheless, in a diversified portfolio, it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

V. Delegation of Authority

Pursuant to the California Government Code 53607, the legislative body (City Council) may invest the City's funds or delegate that responsibility to the City Treasurer, who assumes full responsibility for all investment transactions and ensures a monthly report of those transactions is provided to the City Council until the delegation is revoked or expired. The City Council may renew the delegation of authority each year.

VI. Ethics and Conflicts of Interest

Investment officials shall refrain from personal business activity that could conflict with proper execution and management of the policy and the investment program, or which could impair their ability to make impartial decisions. Investment officials must provide a public disclosure document annually to the office of the City Clerk. Furthermore, Investment officials must refrain from undertaking personal investment transactions with the same individual(s) employed by the financial institution with whom business is conducted on behalf of the City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City.

VII. Finance Subcommittee

The City Council will appoint a Finance Subcommittee for the purpose of overseeing the implementation of the City's investment program and assuring it is consistent with the investment policy as approved by the City Council. The Finance Subcommittee shall consist of the City Treasurer as Chairperson and two members of the City Council, and shall meet at least quarterly to determine general strategies and to monitor results. The Finance Subcommittee shall include in its deliberations such topics as: economic outlook, portfolio diversification and maturity structure, potential risks to the City's funds, approval of authorized financial institutions, and the target rate of return on the investment portfolio. Written investment procedures must be approved by the Finance Subcommittee. Professional and technical advisory support for the Finance Subcommittee shall be provided by the City Treasurer, City Manager and Director of Finance.

VIII. Reporting

The Director of Finance shall prepare a monthly investment report and submit to the City Manager, the City Council and the City Treasurer. Schedules of the monthly report shall itemize the month's investment purchases, sales and maturities and indicate their effect on portfolio value; itemize all investments and deposits in the portfolio by investment or deposit category, providing essential identifying characteristics for each investment or deposit;

indicate the percentage of the portfolio represented by each investment and by each investment category; show all par values, market values and costs at time of purchase, together with each item’s coupon or discount rate and current earning rate; show the average earning rate for the portfolio; indicate distribution of the portfolio by maturity category and provide other relevant detail to accomplish disclosure of investment activity and portfolio status.

**IX. Investment Instruments**

General Guidelines that the City should follow in managing its investments are as follows:

- No investment will be purchased which matures more than five years from the date of settlement without the prior approval of the City Council.
- Maturities of individual investments shall be diversified, attempting to match cash flow requirements where possible.
- The use of callable securities is permitted within the investment classes listed.

To reduce overall portfolio risk while attempting to attain market value rates of return consistent with the primary objectives of safety and availability of funds, investments shall be diversified across types of investments, maturities of those investments, and institutions in which those investments are made. Generally, the portfolio is to be invested in U.S. Treasury and Federal Agency securities with a modest addition of Bankers Acceptances (BA’s) and Certificates of Deposit (CD’s), and high-grade Medium-Term Corporate Notes.

The City specifically prohibits investments in bonds issued by other local agencies, Reverse Repurchase Agreements and Derivatives (interest rate floaters, range notes, interest-only strips).

**Permitted Investments Per City Policy**

Investments shall be made only in those instruments specifically authorized by California State laws (section 53600-53609). The City’s specific permitted investment guidelines are listed below. **These are in addition to, and must be used in conjunction with, the State of California statutes applicable to Municipal Investments (see Attachment A).** It should be noted that in some cases the City’s permitted investments are more restrictive than the State guidelines. Please note that maximum maturities in the chart refer to total remaining term from settlement date, which may differ from original term at time of issue.

<b>Permitted Instruments</b>	<b>City Policies/Limitations</b>
State or County Investment Pool (LAIF)	<b>Dollar Maximum:</b> \$50 million (State limit) <b>Portfolio Maximum:</b> 50% (City limit, unless authorized by Finance Subcommittee – see below)
Federally Insured Banks & Thrifts/Time Deposits	<b>Dollar Maximum:</b> Amount insured including accrued interest <b>Term Maximum:</b> 5 Years
U.S. Treasuries	<b>Dollar Maximum:</b> None <b>Term Maximum:</b> 5 Years

*Continued on next page*

## ATTACHMENT #2

Government Sponsored Enterprises* (US Agencies)	<b>Term Maximum:</b> 5 Years <b>Portfolio Maximum:</b> 60%; 33-1/3% per issuer
Bankers Acceptances	<b>Term Maximum:</b> 180 Days <b>Portfolio Maximum:</b> 20%; 5% per issuer
Commercial Paper	<b>Term Maximum:</b> 270 Days <b>Portfolio Maximum:</b> 15%; 5% per issuer (including Medium-Term Notes)
Medium-Term Notes	<b>Term Maximum:</b> 5 Years <b>Portfolio Maximum:</b> 20%; 10% per sector; 5% per issuer (including Commercial paper) <b>Ratings Minimum:</b> Aaa to Aa3 (Moody's) or AAA to A+ (Standard and Poors) <b>Make Whole Call:</b> Only when the MTN is purchased at a discount (i.e. yield-to-maturity exceeds coupon)
Negotiable Certificates of Deposit	<b>Term Maximum:</b> 5 Years <b>Portfolio Maximum:</b> 20%; lesser of 5% or \$1 million per issuer
Repurchase Agreements	<b>Term Maximum:</b> 1 Year <b>Portfolio Maximum:</b> 20% Daily mark to market valuation of 102% of underlying security A Master Repurchase Agreement must be signed with the bank or dealer.
Money Market Mutual Funds	<b>Portfolio Maximum:</b> 20%; 5% per issuer (issuer to have \$500+ million assets)
<b>Prohibited Instruments</b>	Reverse Repurchase Agreements, California State Obligations, California Local Obligations, Mutual Funds, Mortgage Pass-Through Securities, Asset Backed Securities, Covered Bonds

*\*Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation. (FHLMC); Federal Home Loan Bank (FHLB); Federal Farm Credit Bank (FFCB), Federal Agricultural Mortgage Corp (FAMC), Student Loan Marketing Assn. (SLMA); Tennessee Valley Authority (TVA); and any other U.S. Federal agency or instrumentality.*

Percentages of investment allocation and investment maximum limits apply at the time of purchase. Portfolio managers may at his/her discretion, temporarily exceed these guidelines when repositioning the portfolio. Should the manager recommend an extended departure from the diversifications guideline (more than 90 days), Finance Subcommittee approval is required.

The investment policy sets forth minimum credit ratings for Medium-Term Notes. These credit limits apply at the time of the initial purchase of the security and a subsequent change in rating status does not necessarily force the sale or disposition of the investment. In the event that the security is later downgraded below minimum required levels, the Treasurer and City Staff will assess the risk exposure, make a decision on the course of action, and advise the Finance Subcommittee.

### State Local Agency Investment Fund (LAIF)

The City's policy with regard to LAIF is that no more than 50% of the investment portfolio may be deposited in LAIF at any time (as calculated at month end). Recognizing that LAIF is often the preferred depository for liquid funds, and in-flows during certain cash positive

months results in higher LAIF balances, allowances may need to be made for short term holdings in LAIF that exceed 50%. As a result, in the event LAIF reaches the 50% threshold at any given month end, the portfolio must be reduced to the 50% level by the end of the next monthly reporting period.

When circumstances warrant, the City Treasurer may at his/her sole discretion permit the LAIF balance to exceed 50% of the portfolio for more than the one month period when market conditions make LAIF the preferred deposit for liquid-to-short term investment of City funds. The City Treasurer will provide written notification to the Subcommittee if LAIF exceeds 50% for more than 30 days.

X. Relationships with Financial Institutions

A. The City may only purchase statutorily authorized investments, not purchased directly from the issuer, but from either an institution licensed by the state as a broker/dealer, from a national or state chartered bank, from a federal or state savings institution, from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank, or a member of a securities exchange.

B. Financial institutions with which the City conducts investment activities must agree in writing to undertake reasonable efforts to prevent illegal and/or imprudent transactions involving City funds. Should it come to the attention of the Director of Finance that City funds have been involved in illegal and/or imprudent transactions, it will be reported to the City Council along with options for dealing with the situation.

All security dealers who wish to engage in transactions with the City must meet the City's requirements for reliability and safety. All purchases made by the City shall require third party safekeeping or delivery of the securities to the City.

C. To ensure yields consistent with this policy and to provide for the objective investment of City funds, the City's investment procedures shall be designed to include transactions with several firms that compete directly for public business, and to encourage competitive bidding on transactions. Such bids and offers shall be made available upon request to the Finance Subcommittee and the City Manager.

D. The City shall utilize a minimum of two financial institutions deemed eligible by the Finance Subcommittee to place all investment purchases. Based on a periodic evaluation, securities dealers, banks and other financial institutions will be dropped or continued on the eligibility list. The following criteria will be used in the evaluation:

1. Prompt and accurate confirmation of transactions
2. Efficient securities delivery
3. Accurate market information account servicing

In order to assist in identifying "qualified financial institutions," the Director of Finance shall forward copies of the City's investment policy to those financial institutions with which the City is interested in doing business and require written acknowledgement of the Policy.

All qualified financial dealers must supply the City with the following:

- Annual audited financial statements
- Proof of National Association of Securities Dealers (NASD) certification
- Trading Resolution
- Proof of State of California registration
- Completed Broker/Dealer Questionnaire
- Certification of having read the City's policy

The City will maintain an authorized agreement with at least one eligible broker who is associated with an institutional (versus retail) division of a primary brokerage firm.

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Treasurer (or Finance Director). A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the City invests.

### XI. Custody and Safekeeping of Securities and City Funds

- A. All City investments shall have the City of Manhattan Beach as its registered owner, and all interest and principal payments and withdrawals shall indicate the City of Manhattan Beach as the payee.
- B. All securities shall be safe kept with the City itself or with a qualified financial institution, contracted by the City as a third party. All securities shall be acquired by the safekeeping institution on a "delivery-versus-payment" (DVP) basis. In other words, the security must be delivered before funds are released. The DVP basis for delivery applies also to the delivery and safekeeping of repurchase agreement collateral.
- C. Original copies of non-negotiable certificates of deposit and confirming copies of all other investment transactions must be delivered to the City.

### XII. Internal Control

The Director of Finance shall establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. Controls deemed most important include: control of collusion, separation of duties, separating transaction authority from accounting and recordkeeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized portfolio managers, documentation of transactions and strategies, and ethical standards.

The Director of Finance shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with established policies and procedures.

XIII. Risk Tolerance

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity.

Portfolio diversification is employed as a way to control risk. Portfolio managers are expected to display prudence in the selection of securities, as a way to minimize default risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. All investment reports shall specifically address whether current investment results have been affected by any of the foregoing risks, and shall explain what actions portfolio managers have taken to control or correct for such risks.

XIV. Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and cash flow needs.

The City's investment strategy is passive (buy-and-hold). The Treasurer and/or Finance Director periodically identifies and reviews comparable benchmarks. Benchmarks may change over time based on changes to market conditions or cash flow requirements.

XV. Indemnification of Portfolio Managers

Any portfolio manager exercising his or her authority with due diligence and prudence, and in accordance with the City of Manhattan Beach Investment Policy, will not be held personally liable for any individual investment losses or for total portfolio losses.

**ATTACHMENT A:**  
**Summary of State of California Statutes Applicable to Municipal Investment**

The following investments are authorized by California State Code, Title 5, Division 2, Sections 16340, 16429.1, 53601, 53601.8, 53635, 53635.2, and 53638.

<b>California Authorized Investments</b>	<b>Key Limitation Summary*</b>
<b>Local Agency Bonds</b>	<b>Portfolio Maximum:</b> None
<b>US Treasury Notes, Bonds, Bills</b>	<b>Portfolio Maximum:</b> None
<b>California State Warrants, Treasury Notes or Bonds</b>	<b>Portfolio Maximum:</b> None
<b>Bonds, Notes, Warrants of any local agency within the State</b>	<b>Portfolio Maximum:</b> None
<b>Federal Agency or United States government-sponsored enterprise obligations</b>	<b>Portfolio Maximum:</b> None
<b>Bankers Acceptances</b>	<b>Portfolio Maximum:</b> 40%; 30% in any one issuer <b>Term Maximum:</b> 180 days
<b>Commercial Paper</b>	Domestic corporation with total assets greater than \$500 million <b>Ratings Minimum:</b> A-1 rated commercial paper <b>Portfolio Maximum:</b> 25%; 10% in any single issuer <b>Term Maturity:</b> 270 days
<b>Negotiable Certificates of Deposit and CD Placement Service</b>	Nationally or state-chartered bank, a savings association or a federal association, a state of federal credit union, or a state licensed branch of a foreign bank. <b>Portfolio Maximum:</b> 30%
<b>Repurchase Agreements</b>	102% underlying security valuation <b>Term Maximum:</b> One Year
<b>Reverse Repurchase Agreements</b>	Security subject to repurchase has been owned & fully paid for at least 30 days prior to sale. Funds received cannot be used to purchase securities with a maturity longer than 92 days. <b>Portfolio Maximum:</b> 20% Maximum limitation <b>Term Maximum:</b> 92 days
<b>Medium Term Corporate Notes</b>	Domestic corporations rated "A" or better <b>Portfolio Maximum:</b> 30%
<b>Shares of Beneficial Interest Issued By Diversified Management Companies (Mutual &amp; Money Market Funds)</b>	<b>Portfolio Maximum:</b> 20%; 10% per fund Money Market funds registered with the SEC; attained the highest ranking by not less than two nationally recognized rating organizations; assets in excess of \$500 million; investment advisor with not less than five years experience

*Continued on next page*



California Authorized Investments	Key Limitation Summary*
<p><b>Local Agency Investment Fund</b>                      Any <b>mortgage pass through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass through certificate, or consumer receivable-backed bond</b></p>	<p><b>Investment Maximum:</b> \$50 million  <b>Portfolio Maximum:</b> 20%  <b>Minimum Rating:</b> “AA” national rating</p>
<p><b>Other Obligation Valuation Requirements:</b>                      (m) Promissory notes secured by first mortgages and first trust deeds which comply with Section 53651.2.                      (p) With the consent of the treasurer, letters of credit issued by the Federal Home Loan Bank of San Francisco which comply with Section 53651.6.</p>	<p>(a) Eligible securities, except eligible securities of the classes described in subdivisions (m) and (p) of Section 53651, shall have a market value of at least 10 percent in excess of the total amount of all deposits of a depository secured by the eligible securities.                      (b) Eligible securities of the class described in subdivision (m) of Section 53651 shall have a market value at least 50 percent in excess of the total amount of all deposits of a depository secured by those eligible securities.                      (c) Eligible securities of the class described in subdivision (p) of Section 53651 shall have a market value of at least 5 percent in excess of the total amount of all deposits of a depository secured by those eligible securities.</p>
<p>Moneys held by a trustee or fiscal agent pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements</p>	<p>May be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.</p>
<p>Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest</p>	<p>Securities of the types listed by Section 53651                      Market value of at least 110% of underlying security value</p>
<p><i>Continued on next page</i></p>	

<b>California Authorized Investments</b>	<b>Key Limitation Summary*</b>
Other Code Restrictions & Clarifications	<p>A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.</p> <p>A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero interest accrual if held to maturity.</p> <p>No more than 5 percent of the total assets of the investments held by a local agency may be invested in the securities of any one issuer, except the obligations of the United States government, United States government agencies, and United States government-sponsored enterprises.</p> <p>Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase.</p>

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*\*Unless otherwise stated, all investments have a five year maximum maturity limitation.*

**GLOSSARY**

**AGENCIES:** Federal agency securities and/or government-sponsored enterprises, such as Federal Home Loan Bank, Federal National Mortgage Association, etc.

**ASK:** The price at which securities are offered.

**AVERAGE DAYS TO MATURITY:** The average time to maturity of all the debt securities held in a portfolio.

**BANKERS' ACCEPTANCE (BA):** Short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at its maturity. An acceptance is a high-grade negotiable instrument. Acceptances are purchased in various denominations for 30, 60, or 90 days, but no longer than 180 days. The interest is calculated on a 360-day discount basis similar to treasury bills. Local agencies may not invest more than 40% of their surplus money in banker's acceptance.

**BASIS POINT:** A basis point equals one one-hundredth of 1% (.01%).

**BID:** The price offered for securities.

**BOOK ENTRY SECURITIES:** All U.S. Treasury and Federal Agencies are maintained on computerized records at the Federal Reserve now known as "wireable" securities.

**BROKER:** A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides. In the money market, brokers are active in markets in which banks buy and sell money and in inter-dealer markets.

**CERTIFICATES OF DEPOSIT (CD):** Time deposits of a bank or savings and loan. They are purchased in various denominations with maturities ranging from 30 to multiple years. The interest is calculated on a 360-day, actual day month basis and is payable monthly.

**NEGOTIABLE CERTIFICATES OF DEPOSIT:** Unsecured obligations of the financial institution, bank or savings and loan, bought at par value with the promise to pay face value plus accrued interest at maturity. They are high-grade negotiable instruments, paying a higher interest rate than regular certificates of deposit. The primary market issuance is in multiples of \$1,000,000, the secondary market usually trades in denominations of \$500,000, although smaller lots are occasionally available. As a matter of practice, only the ten largest U.S. banks, where there is a secondary market established for continued liquidity, are considered for investment.

**COLLATERAL:** Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):** The official annual report for the City of Manhattan Beach. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting

schedules necessary to demonstrate compliance with finance-related, legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

**COMMERCIAL PAPER:** Short-term unsecured promissory note issued by a corporation to raise working capital. These negotiable instruments are purchased at a discount to par value or at par value with interest bearing. Commercial paper is issued by corporations such as IBM, Bank of America, etc.

Local agencies are permitted by State law to invest in commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical ratings as provided by Moody's Investor's Service, Inc., or Standard and Poor's Corporation. Purchases of eligible commercial paper may not exceed 270 days maturity nor exceed 30% of the local agency's surplus funds.

**COUPON:** The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DELIVERY VERSUS PAYMENT (DVP):** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of a signed receipt for the securities.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DISCOUNT:** The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U.S. Treasury bills).

**DIVERSIFICATION:** Dividing investment funds among a variety of securities and issuers offering independent returns.

**DERIVATIVE:** An asset that derives its value from another asset. For example, a call option on the stock of Coca-Cola is a derivative security that obtains value from the shares of Coca-Cola that can be purchased with the call option. Call options, put options, convertible bonds, futures contracts, and convertible preferred stock are examples of derivatives. A derivative can be either a risky or low-risk investment, depending upon the type of derivative and how it is used.

**FEDERAL CREDIT AGENCIES:** Guaranteed directly or indirectly by the United States Government. All agency obligations qualify as legal investments and are acceptable as security for public deposits. They usually provide higher yields than regular Treasury issues with all of the same advantages. Examples include:

- FFCB's (Federal Farm Credit Bank) - Debt instruments used to finance the short and intermediate term needs of farmers and the national agricultural industry. They are issued monthly with three- and six-

month maturities. The FFCB issues larger issues (one to ten years) on a periodic basis. These issues are highly liquid.

- FHLB's (Federal Home Loan Bank Notes and Bonds) - Issued by the Federal Home Loan Bank System to help finance the housing industry. The notes and bonds provide liquidity and home mortgage credit to savings and loan associations, mutual savings banks, cooperative banks, insurance companies and mortgage-lending institutions. They are issued irregularly for various maturities. The minimum denomination is \$5,000. The notes are issued with maturities of less than one year and interest is paid at maturity. The bonds are issued with various maturities and carry semi-annual coupons. Interest is calculated on a 360-day, 30-day month basis.
- FNMA's (Federal National Mortgage Association) - Used to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration. They are issued about four times a year for maturities ranging from a few months to eight years. They are issued in minimum denominations of \$10,000. They carry semi-annual coupons. Interest is computed on a 360-day, 30-day month basis.
- Other federal agency issues include Small Business Administration notes (SBA's), Government National Mortgage Association notes (GNMA's), Tennessee Valley Authority notes (TVA's), Federal Agriculture Mortgage Corp (FAMC), and Student Loan Association notes (SALLIE-MAE's).

**FEDERAL FUNDS:** Non-interest bearing deposits held by member banks at the Federal Reserve. Also used to denote "immediately available" funds in the clearing sense. "Fed Funds" also used to refer to these funds.

**FEDERAL FUNDS RATE:** The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures financial institutions' deposits, currently up to \$250,000 per account.

**FEDERAL HOME LOAN BANKS (FHLB):** The institution that formerly regulated and lent to savings and loan associations. The Federal Home Loan Banks played a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks. However, those responsibilities have been assumed by the Office of Thrift Supervision and the FDIC.

**FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC):** A U.S. Corporation and instrumentality of the U.S. government. Through its purchases of conventional mortgages, it provides

liquidity to the mortgage markets, much like FNMA. FHLMC'S Securities are highly liquid and widely accepted. FHLMC assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development (H.U.D.). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**GOVERNMENTAL NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**LAIF (Local Agency Investment Fund):** A special fund in the California State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum balance of \$50,000,000 for any agency. The City is restricted to a maximum of fifteen transactions per month. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share basis determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly. The State retains an amount for reasonable costs of making the investments, not to exceed one-quarter of one percent of the earnings.

**MAKE WHOLE CALL:** A type of call provision on a bond allowing the borrower to pay off remaining debt early. The borrower makes a lump sum payment derived from a formula based on a predetermined spread to an index (typically a Treasury Note), or par value of the bond.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase--reverse agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MEDIUM-TERM CORPORATE NOTES:** Unsecured promissory notes issued by a corporation organized and operating in the United States. These are negotiable instruments and are traded in the secondary market. Medium term corporate notes can be defined as extended maturity commercial paper.

Local agencies are restricted by the Government Code to investments in corporations rated in the top three note categories by a nationally-recognized rating service. Further restrictions are a maximum term of five years to maturity and total investments in medium term corporate notes may not exceed 30% of the local agency's surplus funds.

**MONEY MARKET FUNDS:** Open-ended mutual fund that invests in highly liquid and safe securities (bills, commercial paper, bankers' acceptances, CD's, etc.) and pays money market rates of interest. The fund's net asset value remains a constant \$1 a share.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PORTFOLIO:** Collection of securities held by an investor.

**PORTFOLIO MANAGER:** City Treasurer or Director of Finance

**PRIMARY DEALER:** A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

**PRIME RATE:** The rate at which banks lend to their best or "prime" customers. Also known as the "reference rate."

**PRUDENT PERSON RULE:** An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state (the so-called legal list). In other states, the trustee may invest in a security if it is one which would be brought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**QUALIFIED PUBLIC DEPOSITORIES:** A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**REPURCHASE AGREEMENTS (RP OR REPO):** A repo or reverse-repo is a short-term investment transaction. Banks buy temporarily idle funds from a customer by selling U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date. Repurchase agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal funds and the maturity of the repo. Some banks will execute repurchase agreements for a minimum of \$100,000 to \$500,000, but most banks have a minimum of \$1,000,000. A reverse-repo is exactly what the name implies.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SEC RULE 15C3-1:** See uniform net capital rule.

**STUDENT LOAN MARKETING ASSOCIATION (SLMA):** A U.S. Corporation and instrumentality of the U.S. government. Through its borrowings, funds are targeted for loans to students in higher education institutions. SLMA's securities are highly liquid and are widely accepted.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**SETTLEMENT DATE:** The date on which a trade is cleared by delivery of securities against funds. This date may be the same as the trade date or later.

**TENNESSEE VALLEY AUTHORITY (TVA):** A U.S. Corporation created in the 1930's, to electrify the Tennessee Valley area; currently a major utility headquartered in Knoxville Tennessee. TVA's securities are highly liquid and are widely accepted.

**TRADE DATE:** The date on which a transaction is initiated or entered into by the buyer and seller.

**TREASURY BILLS:** Issued weekly with maturity dates up to one year. They are issued and traded on a discount basis with interest figured on a 360-day basis, actual number of days. They are issued in amounts of \$10,000 and up, in multiples of \$5,000. They are a highly liquid security.

**TREASURY NOTES:** Initially issued with two- to ten-year maturities. They are actively traded in a large secondary market and are very liquid. The Treasury may issue note issues with a minimum of \$1,000, however, the average minimum is \$5,000.

**TREASURY BOND:** Long-term U.S. Treasury securities having initial maturities of more than ten years.

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**WEIGHTED AVERAGE MATURITY:** The average amount of time remaining before maturity, weighted by the percentage of the debt securities held in the portfolio.

**WHEN-ISSUED TRADES:** Typically, there is a lag between the time a new bond is announced and sold, and the time when it is actually issued. During this interval, the security trades "when, as, and if issued."



## ATTACHMENT #2

**YIELD:** The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**YIELD TO MATURITY:** The rate of return yielded by a debt security held to maturity when both interest payments and the investor's capital gain or loss on the security are taken into account.



**Agenda Date:** 7/5/2017

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Stephanie Katsouleas, Public Works Director  
Shawn Igoe, Utilities Division Manager

**SUBJECT:**

Resolution Approving the Memorandum of Understanding Between the Beach Cities Watershed Management Group to Fund the Design of the Hermosa Beach Greenbelt Trench Infiltration Project in the Amount of \$21,240.90. (Public Works Director Katsouleas).

**APPROVE**

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**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute the Memorandum of Understanding Between the Beach Cities Watershed Management Group to fund the design of the Hermosa Beach Greenbelt Trench Infiltration Project for \$21,240.90.

**FISCAL IMPLICATIONS:**

Funds are available in the Stormwater Fund in the amount of \$21,240.90 to fund the City of Manhattan Beach's portion of the Hermosa Beach Greenbelt Trench Infiltration Project.

**BACKGROUND:**

On November 8, 2012, the Los Angeles Regional Water Quality Control Board (Board) adopted the 2012 National Pollutant Discharge Elimination System Permit (NPDES) Permit for discharges from the municipal separate storm sewer system within the coastal watersheds of Los Angeles County (Permit). The Permit became effective on December 28, 2012 and identifies conditions, requirements and programs that municipalities must implement to protect regional waterbodies from adverse impacts associated with pollutants in stormwater and urban run-off. As part of the permit conditions, the City of Manhattan Beach elected to participate in an Enhanced Watershed Management Program (EWMP), which undertakes a regional approach to controlling storm water pollution. This program includes implementing Best Management Practices (BMP) capital projects with regional benefits in order to reduce and/or eliminate pollutant loads (often referred to as Total

Maximum Daily Loads or TMDLs).

More specifically, the Cities of Manhattan Beach, Redondo Beach, Hermosa Beach, Torrance and the Los Angeles County Flood Control District have formed the Beach Cities Watershed Management Group (Beach Cities Group) to develop an EWMP to comply with the Board's 2012 NPDES Permit and compliance with Santa Monica Bay Beaches Bacteria (SMBBB) TMDL, Santa Monica Bay Toxics TMDL and compliance with Dominguez Channel Toxics TMDL. In December 2013, Council approved the initial Memorandum of Understanding (MOU) with the Beach Cities for Phase I of the EWMP. While completing Phase I, the Board issued a Reasonable Assurance Analysis document, describing stormwater modeling guidelines needed to complete the final EWMP (Phase II). The final Beach Cities Group EWMP has been approved by the Board.

**DISCUSSION:**

A new MOU with the Beach Cities Group has been prepared to initiate the Hermosa Beach Greenbelt Trench Infiltration System. The Hermosa Beach Greenbelt project was identified in the Beach Cities Group EWMP as needed for compliance with Santa Monica Bay Bacteria and Toxics TMDLs. This project will be owned and maintained by the City of Hermosa Beach when completed. The MOU cost sharing formula does take into account the treatment capacity of the City of Manhattan Beach's watershed area.

This project's total budget is \$7,336,180, for which the Beach Cities Group (Hermosa Beach) was awarded a \$3,099,400 Prop 1 Grant. The breakdown for design costs and total project costs are below. The City of Manhattan Beach's share for just the design costs is \$21,240.90 and is proposed to be funded from the Storm Water Fund. A separate MOU will be brought to City Council once construction costs are known.

Agency	Design Cost Share	Total Project Cost Share
City of Redondo Beach	\$431,615.05	\$2,152,284.23
City of Hermosa Beach	\$115,550.50	\$576,202.09
City of Manhattan Beach	\$21,240.90	\$105,919.50
City of Torrance	\$281,229.50	\$1,402,374.18
<u>Prop 1 Grant</u>	<u>\$400,000.00</u>	<u>\$3,099,400.00</u>
<b>Total</b>	<b>\$1,313,705.95</b>	<b>\$7,336,180.00</b>

Therefore, staff recommends that City Council authorize the City Manager to execute the Memorandum of Understanding between the Beach Cities Watershed Management Group to fund the design of the Hermosa Beach Greenbelt Trench Infiltration Project in the amount of \$21,240.90.

**POLICY ALTERNATIVES:**

Do not authorize the City Manager to execute the Memorandum of Understating between the Beach Cities Watershed Management Group to fund the design of the Hermosa Beach Greenbelt Trench Infiltration Project

**PROS:**

General Funds would not be expended on the design portion of the Hermosa Beach

Greenbelt Trench infiltration Project.

**CONS:**

Failure to comply with MS4 permit requirements may subject the City to Notices of Violation and possibly fines. Should fines be issued, existing programs and services may be affected.

**PUBLIC OUTREACH/INTEREST:**

Staff will work with the Beach Cities Group and the City of Hermosa Beach on Public Outreach for this project prior to commencement of construction.

**ENVIRONMENTAL REVIEW:**

The City of Hermosa Beach has been and will continue to work on compliance with the California Environmental Quality Act (CEQA). However, the City of Manhattan Beach has reviewed the project scope and the project qualifies for a Class 1(b) categorical exemption pursuant to Section 15301. No environmental review is necessary.

**LEGAL REVIEW**

Special Counsel has reviewed and approved as to form the MOU.

**Attachments:**

1. Resolution No. 17-0094
2. Hermosa Greenbelt Project MOU
3. Hermosa Greenbelt RFP
4. Project Location and Watershed Map

RESOLUTION NO. 17-0094

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BEACH CITIES WATERSHED MANAGEMENT GROUP TO FUND THE DESIGN OF THE HERMOSA BEACH GREENBELT TRENCH INFILTRATION PROJECT.

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Memorandum of Understanding between the Beach Cities Watershed Management Group to fund the design of the Hermosa Beach Greenbelt Trench Infiltration Project.

SECTION 2. The Council hereby directs the City Manager to execute the Memorandum of Understanding on behalf of the City.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on July 5, 2017

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
DAVID LESSER  
Mayor

ATTEST:

\_\_\_\_\_  
LIZA TAMURA  
City Clerk

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF HERMOSA BEACH, THE CITY OF MANHATTAN BEACH, THE CITY OF REDONDO  
BEACH, THE CITY OF TORRANCE, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
FOR IMPLEMENTATION OF JOINT REGIONAL PROJECTS WITHIN THE SMB 6-01 ANALYSIS  
REGION OF THE ENHANCED WATERSHED MANAGEMENT PROGRAM (EWMP)  
FOR THE BEACH CITIES WATERSHED MANAGEMENT GROUP**

This Memorandum of Understanding (MOU), is made and entered into as of the date set forth below by and between the CITY OF HERMOSA BEACH, a California municipal corporation, the CITY OF MANHATTAN BEACH, a California municipal corporation, the CITY OF REDONDO BEACH, a chartered municipal corporation, and the CITY OF TORRANCE, a California municipal corporation. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY".

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (REGIONAL BOARD) adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 as amended by Order WQ 2015-0075 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and identified the PARTIES as permittees that are responsible for compliance with the MS4 Permit requirements; and

WHEREAS, the PARTIES entered into a Memorandum of Understanding (MOU) on December 26, 2013 to share costs and collaborate in the development of a Draft and Final Enhanced Watershed Management Program (Beach Cities EWMP) and a Draft and Final Coordinated Integrated Monitoring Program (CIMP) to comply with MS4 Permit requirements; and

WHEREAS, a final CIMP satisfying REGIONAL BOARD conditions was submitted to the REGIONAL BOARD by the PARTIES on September 24, 2015 and approved by the REGIONAL BOARD on November 12, 2015; and

WHEREAS, the PARTIES entered into an MOU on April 12, 2016 for administration and cost sharing for coordination and implementation of the CIMP (CIMP Implementation MOU); and

WHEREAS, the draft Beach Cities EWMP was submitted to the REGIONAL BOARD by the PARTIES on June 28, 2015 consistent with MS4 Permit provisions for EWMPs in Part VI.C.1.a.-f and Part VI.C.5-C.8; and

WHEREAS, the final Beach Cities EWMP was submitted to the REGIONAL BOARD by the PARTIES on February 9, 2016 and was approved by the Executive Officer of the REGIONAL BOARD via letter dated April 18, 2016 (EWMP Approval Letter) that directed the PARTIES to begin implementation of the EWMP immediately including all actions per associated schedules set forth in the Beach Cities EWMP; and

WHEREAS, the Beach Cities EWMP is applicable to the Beach Cities Watershed Management Group Area (Beach Cities EWMP Area) consisting of all the incorporated areas served by the municipal separate storm sewer systems (MS4) of the cities of Redondo Beach, Manhattan Beach, Hermosa Beach and Torrance for the Santa Monica Bay and Dominguez Channel Watersheds excluding the Machado Lake Watershed, and also including the infrastructure of the Los Angeles County Flood Control Districts (LACFCD) within the Beach Cities EWMP Area; and

WHEREAS, the Beach Cities EWMP identifies regional structural watershed control measures (REGIONAL STRUCTURAL PROJECTS) that when implemented together with specified distributed structural control measures (DISTRIBUTED STRUCTURAL PROJECTS) and baseline and enhanced minimum control measures are predicted by the reasonable assurance analysis (RAA) to achieve compliance with water quality based effluent limitations (WQBELs) set forth in the MS4 Permit for the Beach Cities EWMP Area; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU; and

WHEREAS, the Beach Cities EWMP identifies the Herondo Drain subwatershed (SMB 6-01 analysis region) as a high priority area for implementing REGIONAL STRUCTURAL PROJECTS in order to meet compliance deadlines for WQBELs according to the schedule set forth in the Beach Cities EWMP; and

WHEREAS, the LACFCD owns and operates major elements of the storm drain conveyance system within the Herondo Drain subwatershed, including the Herondo Storm Drain to which the REGIONAL STRUCTURAL PROJECTS will be connected; and

WHEREAS the PARTIES have determined that it is mutually beneficial to cooperate in the design and construction of JOINT REGIONAL STRUCTURAL PROJECTS within the SMB 6-01 analysis region of the Beach Cities EWMP Area based on proportionate responsibility shown in Table A-1 of Exhibit A; and

WHEREAS the City of Torrance and LACFCD have completed the Torrance Basin Enhancement Project within the Herondo Drain subwatershed which have been accounted for in Table A-1; and



WHEREAS, the CITY OF HERMOSA BEACH in partnership with the other PARTIES submitted a successful application to the State Water Resources Control Board (SWRCB) Division of Financial Assistance under the Water Quality, Supply and Infrastructure Improvement Act of 2014 Storm Water Grant Program Round 1 Implementation funding (PROP 1 STORMWATER IMPLEMENTATION GRANT) for the design and construction of the Hermosa Beach Greenbelt Infiltration Project (HERMOSA GREENBELT PROJECT) which is the highest priority REGIONAL STRUCTURAL PROJECT identified within the SMB 6-01 analysis region of the Beach Cities EWMP Area; and

WHEREAS, the HERMOSA GREENBELT PROJECT is to be constructed on parkway land owned by the CITY OF HERMOSA BEACH and will receive runoff from tributary land areas from the incorporated areas of the CITY OF REDONDO BEACH, CITY OF TORRANCE, CITY OF MANHATTAN BEACH as well as the CITY OF HERMOSA BEACH as listed in Table A-1; and

WHEREAS, the design objectives of the HERMOSA GREENBELT PROJECT are to: improve coastal water quality by providing pollutant load reduction through 100% retention of diverted stormwater and associated pollutant loads including the 303(d)-listed TMDL pollutants indicator bacteria, sediment-borne DDT and PCBs and trash (debris); restore native coastal dune habitat; and reduce the peak runoff rate and total volume of stormwater discharged to Santa Monica Bay; and

WHEREAS, the construction of the HERMOSA GREENBELT PROJECT will eliminate the necessity for the LACFCD to operate the Herondo Low Flow Diversion system; and

WHEREAS, the LACFCD will participate in cost sharing of the construction of the HERMOSA GREENBELT PROJECT; and

WHEREAS, the awarded PROP 1 STORMWATER IMPLEMENTATION GRANT amount of \$3,099,400 represents approximately one half of the estimated total project cost of \$6,435,000 for the HERMOSA GREENBELT PROJECT, and as such the balance of the total project cost must be provided as additional or local matching funds; and

WHEREAS, the CITY OF HERMOSA BEACH has prepared a request for proposals and the PARTIES have selected an engineering firm (ENGINEERING CONSULTANT) to design the HERMOSA GREENBELT PROJECT including preliminary and final design, and plans and specifications. The selected proposal is attached hereto as Exhibit F, which is incorporated into this MOU by reference; and

WHEREAS, the PARTIES have determined that hiring an ENGINEERING CONSULTANT to prepare design plans and specifications for the construction of the HERMOSA GREENBELT PROJECT will be beneficial to the PARTIES, and

WHEREAS, the PARTIES anticipate amending this agreement to also cover the cost sharing for the construction of the HERMOSA GREENBELT PROJECT based on the proportionate responsibility shown in Table A-1 of Exhibit A once those costs are known; and

WHEREAS, the PARTIES also anticipate amending this agreement to implement other future JOINT REGIONAL STRUCTURAL PROJECTS within the SMB 6-01 Analysis Region of the Beach Cities EWMP Area based on the proportionate responsibility shown in Table A-1 of Exhibit A; and

WHEREAS, the PARTIES have agreed that the total cost for implementation of the HERMOSA GREENBELT PROJECT design phase shall not exceed the costs set forth in Exhibit B, which includes a five percent (5%) contract administration cost.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to establish an understanding of proportional responsibility among the PARTIES for implementation of JOINT REGIONAL STRUCTURAL PROJECTS within the SMB 6-01 analysis region of the Beach Cities EWMP Area identified in the Beach Cities EWMP due to the interconnected nature of the MS4. The additional purpose of this MOU is to provide matching funds necessary for the group to utilize Prop 1 STORMWATER IMPLEMENTATION GRANT funds awarded for implementation of the HERMOSA GREENBELT PROJECT.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.

Section 4. Voluntary. This MOU is voluntarily entered into for EWMP implementation.

Section 5. Term. This MOU shall become effective on the date of execution by all of the PARTIES (EFFECTIVE DATE), and shall remain in effect for three (3) years from the EFFECTIVE DATE, with the option to extend the term by amendment.

Section 6. The PARTIES agree:

- a. Funding of HERMOSA GREENBELT Project. Each PARTY will work cooperatively to fund the design and construction of the HERMOSA GREENBELT PROJECT listed in Exhibit A of this MOU, with responsibility for funding apportioned according to the proportional shares established in Exhibit A.

- b. HERMOSA GREENBELT PROJECT Design Phase Costs. The costs for the Design Phase of the HERMOSA GREENBELT PROJECT are shown in Exhibit B-1.
- c. Future Costs. Future cost sharing for construction of the HERMOSA GREENBELT PROJECT or implementation of other REGIONAL STRUCTURAL PROJECTS within the SMB 6-01 Analysis Region of the Beach Cities EWMP Area are to be based on the proportionate responsibility shown in Table A-1 of Exhibit A. Future costs beyond the Design Phase Costs discussed in Section 6.b above must be approved by amendments to this MOU.
- d. LEAD AGENCY for Joint Regional Structural Project Implementation. The role of LEAD AGENCY for the implementation of a JOINT REGIONAL STRUCTURAL PROJECT shall be assumed by the agency in whose jurisdiction the project is sited, in this case the City of Hermosa Beach. The PARTIES agree that the LEAD AGENCY may amend contracted work so long as total costs in Exhibit B are not exceeded and the responsible agency notifies the PARTIES of the proposed changes and obtains written approval of all PARTIES.
- e. Updates to the Beach Cities EWMP. Updates to the Beach Cities EWMP may be required pursuant to REGIONAL BOARD or MS4 Permit requirements or to obtain REGIONAL BOARD approval for substitution of alternative projects for one or more JOINT REGIONAL STRUCTURAL PROJECTS. Any such subsequent duly authorized and approved changes to JOINT REGIONAL STRUCTURAL PROJECTS in the Beach Cities EWMP may be incorporated into this MOU by updating exhibits as necessary upon written approval of all the PARTIES so long as there is no increase in costs which would require an amendment of the MOU.
- f. Payment. To fund the cost of implementation of the JOINT REGIONAL STRUCTURAL PROJECTS which shall not exceed the cost distribution amounts shown in Exhibit B of this MOU and to pay the LEAD AGENCY a 5% Administration Fee as described in of Exhibit B. Payment shall be made within sixty (60) days of receipt of the invoice from the LEAD AGENCY.
- g. Documentation. To make a full-faith effort to cooperate with one another by providing to the LEAD AGENCY all requested information and documentation in their possession and available for release that is deemed necessary by the PARTIES to achieve the purposes of this MOU.  
Compliance with Terms of Grant Agreement. It is the stated intent of this MOU to initially provide for the joint funding of the Design Phase of THE HERMOSA GREENBELT PROJECT, after which time the construction costs can be determined. The parties anticipate amending this MOU to also cover the construction costs at such time that those costs are known. If the PARTIES fail to amend this agreement to jointly fund the construction phase of the Project, the named recipients of the PROP 1 STORMWATER IMPLEMENTATION GRANT, may be deemed in violation of the grant agreement (see Section 8.b below) and required to repay the grant with interest and penalties. The

PARTIES agree that should this agreement not be amended and the named recipients are deemed by the State Water Resources Control Board to be in violation of the agreement, that any interest and penalties due shall be paid by the PARTY(S) that refuse to amend this agreement to cover the construction costs.

Section 7. The LEAD AGENCY agrees:

- a. Administration. To collect and deposit funds in a separate account dedicated to this MOU and to distribute funds in accordance with this MOU.
- b. Invoice. To invoice the other PARTIES in amounts not exceeding the amounts shown in Exhibit B, except for the in-kind services to be provided by LACFCD which shall not be invoiced. The payments will be invoiced upon the execution of this MOU by all PARTIES.
- c. Termination. To provide an accounting upon termination of this MOU and to return any unused portion of all funds deposited with the LEAD AGENCY in accordance with the cost allocation formula set forth in Exhibit A. In the event of a shortfall, the LEAD AGENCY will invoice the PARTIES in accordance with the same formula.

Section 8. The CITY OF HERMOSA BEACH agrees:

- a. Lead Agency. To be the LEAD AGENCY for the implementation of the HERMOSA GREENBELT PROJECT.
- b. Grant Agreement. To execute the PROP 1 STORMWATER IMPLEMENTATION GRANT as expeditiously as possible following the execution of this MOU, and to distribute copies of the executed grant agreement to the PARTIES within ten (10) business days of receiving the executed PROP 1 STORMWATER IMPLEMENTATION GRANT agreement from the SWRCB Division of Financial Assistance.
- c. Contracted Services. To contract with an ENGINEERING CONSULTANT to perform the Scope of Work in Exhibit C for preliminary and final design, and plans and specifications of the HERMOSA GREENBELT PROJECT.
- d. Administration. To administer the ENGINEERING CONSULTANT contract and carry out the terms of the PROP 1 STORMWATER IMPLEMENTATION GRANT agreement.
- e. Preliminary Design. To distribute copies of the preliminary design plans of the HERMOSA GREENBELT PROJECT to the PARTIES for review and comment prior to directing the ENGINEERING CONSULTANT to proceed with the full design of the HERMOSA GREENBELT PROJECT. The City of Hermosa Beach will provide each of the PARTIES a copy of the preliminary design plans within ten (10) business days after receipt from the ENGINEERING CONSULTANT.

- f. Final Design. To submit final design plans to LACFCD for review and approval to enable connection of the HERMOSA GREENBELT PROJECT to the LACFCD storm drain system.
- g. Expenditure. To utilize the funds deposited by the PARTIES with the CITY OF HERMOSA BEACH only for the implementation of the HERMOSA GREENBELT PROJECT. To obtain written approval of all PARTIES if contracted work is to be amended so long as total costs in Exhibit B are not exceeded.

#### Section 9. Indemnification

a. To the fullest extent permitted by law, the PARTIES agree to indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to each PARTY's own fault. Following a determination of the percentage of fault of each PARTY, and/or liability by agreement between the PARTIES, or a court of competent jurisdiction, the PARTY responsible for liability will indemnify the other PARTY to this MOU for the percentage of liability determined.

b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act of omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose, each of the PARTIES indemnifies, defends, and holds harmless the other PARTIES for any liability, cost, or expense that may be imposed upon the PARTIES solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein."''

#### Section 10. Termination and Withdrawal

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the ENGINEERING CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.

- b. Should any PARTY withdraw from this MOU, the remaining PARTIES will work in good faith to amend this MOU to revise the cost allocation formula.
- c. Each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the EWMP implementation.
- d. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU and funding already provided, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and 60 days to cure the alleged default.
- e. THE LEAD AGENCY shall notify in writing all PARTIES, and may notify the REGIONAL BOARD, within fourteen (14) days of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. Should the default be failure to provide funding, then the defaulting PARTY will be withdrawn from the MOU and costs will be adjusted pursuant to Section 10(b) above.
- f. Should the termination or withdrawal of this agreement render HERMOSA BEACH in violation of the Grant Agreement described in Section 8.b, the PARTY(S) that terminate or withdraw from this agreement shall be responsible for any interest and penalties due under the Grant Agreement.

#### Section 11. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit D attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit D. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit D.
- b. Administration. For the purposes of this MOU, the PARTIES hereby designate respective PARTY representatives in Exhibit D. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.

- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 8(a) or withdraws pursuant to Section 10(b) or fails to substantially comply with the terms and/or conditions of this MOU pursuant to Section 10(d).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- h. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.

- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 11(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

**[SIGNATURE PAGES FOLLOW]**



**CITY OF MANHATTAN BEACH**

By: \_\_\_\_\_  
Mark Danaj  
City Manager

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

ATTEST:

By: \_\_\_\_\_  
Liz Tamura  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Special Counsel

**CITY OF TORRANCE**

By: \_\_\_\_\_  
Patrick J. Furey, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Rebecca Poirier  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John Fellows, City Attorney

**CITY OF REDONDO BEACH**

By: \_\_\_\_\_  
Bill Brand, Mayor

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

ATTEST:

By: \_\_\_\_\_  
Eleanor Manzano  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mike Webb, City Attorney

**CITY OF HERMOSA BEACH**

By: \_\_\_\_\_  
Hany Fangary  
Mayor

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

ATTEST:

By: \_\_\_\_\_  
Elaine Doerfling  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael Jenkins, City Attorney

**EXHIBIT A**  
**PARTIES' PROPORTIONAL JOINT RESPONSIBILITY**  
**FOR REGIONAL STRUCTURAL PROJECTS**  
**IDENTIFIED IN THE SMB 6-01 ANALYSIS REGION OF THE BEACH CITIES EWMP**

**Table A-1. Responsibility for Hermosa Beach Greenbelt, Hermosa Beach Infiltration Trench and Redondo Beach Park #3 Regional Structural Projects for SMB 6-01 Analysis Region<sup>(a)</sup>**

<b>PARTY</b>	<b>Tributary Area (acres)</b>	<b>Area Percent</b>	<b>Area-Weighted Annual Capture Volume Responsibility (acre-feet)</b>	<b>Area-Weighted Annual Capture Volume Responsibility After Subtracting Implemented Projects<sup>(b)</sup> (acre-feet)</b>	<b>Percent Responsibility for Re-Distributed Capture Volume After Subtracting Implemented Projects</b>
<b>City of Manhattan Beach</b>	<b>52.9</b>	<b>1.8%</b>	<b>15.87</b>	<b>15.87</b>	<b>2.5%</b>
<b>City of Hermosa Beach</b>	<b>283.1</b>	<b>9.6%</b>	<b>84.91</b>	<b>84.91</b>	<b>13.6%</b>
<b>City of Redondo Beach</b>	<b>1056.8</b>	<b>35.7%</b>	<b>316.95</b>	<b>316.95</b>	<b>50.8%</b>
<b>City of Torrance</b>	<b>1571.5</b>	<b>53.0%</b>	<b>471.32</b>	<b>206.64</b>	<b>33.1%</b>
<b>TOTAL</b>	<b>2964.3</b>	<b>100%</b>	<b>889.01</b>	<b>624.37</b>	<b>100%</b>

- (a) Hermosa Beach Greenbelt project, Hermosa Beach Infiltration Trench project and Redondo Beach Park #3 project all to be completed by 2021
- (b) Implemented projects as of the execution of this MOU include the Henrietta Basin and Amie Basin projects with a combined annual capture volume of 184.6 acre-feet and the Entradero Basin with an annual capture volume of 80.1 acre-feet which reduce the remaining total capture volume needed for the SMB 6-01 tributary area to 624.4 acre-feet per year.

**EXHIBIT B**

**JOINT REGIONAL PROJECT COSTS AND FUNDING CONTRIBUTIONS**

**Table B-1. Hermosa Greenbelt Cost Breakdown – Design Phase**

<b>Task #</b>	<b>Description</b>	<b>Local Match</b>	<b>Grant</b>	<b>Total</b>
<b>1</b>	<b>Project Management</b>			
1.1	<i>Develop and Issue RFP for Design/Engineering Services</i>	\$9,600	-	
1.2	<i>Review, selection and approval of design contract</i>	\$7,000	-	
1.3	<i>Project administration, grant coordination, and grant quarterly reporting and invoicing (8 quarters)</i>	\$40,753	-	
	<b>Total Project Management – Design Phase</b>	<b>\$57,353</b>	<b>-</b>	<b>\$57,353</b>
<b>2</b>	<b>Planning/Design/Engineering/Environmental Permitting</b>			
2.1	<i>Geotechnical investigation/studies, utilities evaluation</i>	\$105,000		
2.2	<i>Preliminary Design/Planning</i>	\$320,000		
2.3	<i>CEQA documentation, permits, LACFCD review and fees</i>	\$105,000		
2.4	<i>Final Design</i>		\$400,000	
2.5	<i>Construction Drawings (Plans &amp; Specs.), Engineer’s estimate, Request for Bids, Bidder Questions/Meeting Review</i>	\$110,000		
2.6	<i>City Council approval/award Construction Contract, including Staff Report</i>	\$10,000		
	<b>Total Engineering and Planning – Design Phase</b>	<b>\$650,000</b>	<b>\$400,000</b>	<b>1,050,000</b>
<b>5</b>	<b>Education and Outreach</b>			
5.1	<i>Development of Education and Outreach Plan</i>	\$5,000		
5.2	<i>Implementation of Outreach Plan</i>	\$30,000		
	<b>Total Education/Outreach</b>	<b>\$35,000</b>		<b>\$35,000</b>
<b>Total</b>	<b>Design Phase Cost Hermosa Greenbelt Project</b>	<b>\$742,353</b>	<b>\$400,000</b>	<b>\$1,142,353</b>
	Administrative cost (5% of Total)			\$57,117.65
	Contingency (10% of Total)			\$114,235.30
	<b>TOTAL DESIGN PHASE COSTS</b>	<b>\$913,705.95</b>	<b>\$400,000</b>	<b>\$1,313,705.95</b>
	Site Geotechnical Study, Phase I Records Search, Refined Hydrologic and Hydraulic Model <sup>1</sup>	(\$64,070)		
	<b>TOTAL DESIGN PHASE COSTS to be distributed among PARTIES</b>	<b>\$849,635.95</b>		

<sup>1</sup> Cost for Site Geotechnical Study, Phase I Records Search and Refined Hydrologic and Hydraulic Model is funded by Beach Cities MOU for Development of the EWMP and CIMP executed on December 23, 2013.

**Table B-2. Cost Distribution for Hermosa Greenbelt Project Design Phase**

<b>PARTY</b>	<b>Percent Responsibility as shown in Table A-1</b>	<b>Distributed Cost by Agency</b>
<b>City of Hermosa Beach</b>	<b>13.6%</b>	<b>\$115,550.50</b>
<b>City of Manhattan Beach</b>	<b>2.5%</b>	<b>\$21,240.90</b>
<b>City of Redondo Beach</b>	<b>50.8%</b>	<b>\$431,615.05</b>
<b>City of Torrance</b>	<b>33.1%</b>	<b>\$281,229.50</b>
<b>Total Design Phase Cost Distributed among PARTIES</b>	<b>100%</b>	<b>\$849,635.95</b>

**EXHIBIT C**

**HERMOSA GREENBELT DESIGN SCOPE OF SERVICES**



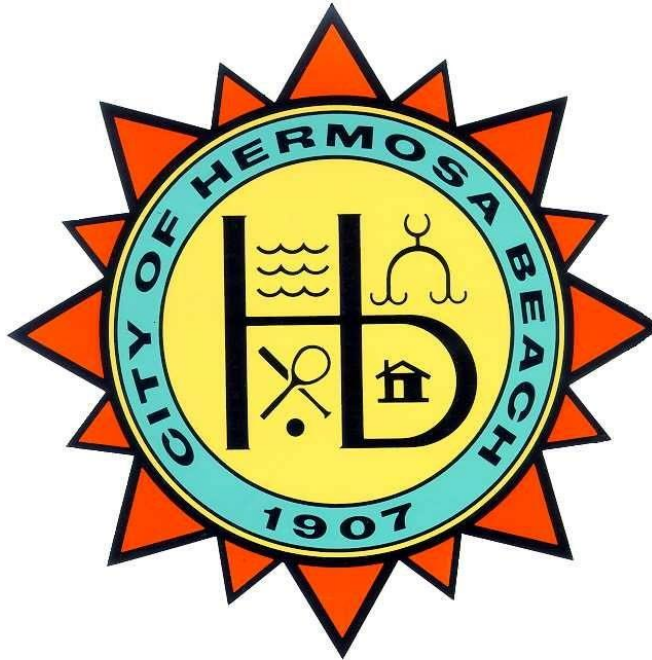
**EXHIBIT D**

BEACH CITIES WMG  
EWMP/CIMP GROUP  
Parties' Representatives

1	<p>City of Redondo Beach Department of Public Works, Engineering Division 415 Diamond Street Redondo Beach, CA 90266</p>	<p>Geraldine Trivedi E-mail: <a href="mailto:Geraldine.Trivedi@redondo.org">Geraldine.Trivedi@redondo.org</a> Phone: (310) 318-0661 x2036 Fax: (310) 374-4828</p>
2	<p>City of Hermosa Beach Department of Public Works 1315 Valley Drive Hermosa Beach, CA 90254</p>	<p>Kristy Morris E-mail: <a href="mailto:kmorris@hermosabch.org">kmorris@hermosabch.org</a> Phone: (310) 750-3603 Fax: (310) 372-6186</p>
3	<p>City of Manhattan Beach Department of Public Works 1400 Highland Avenue Manhattan Beach, CA 90266</p>	<p>Shawn Igoe E-mail: <a href="mailto:sigoe@citymb.info">sigoe@citymb.info</a> Phone: (310) 802-5315 Fax: (310) 802-5314</p>
4	<p>City of Torrance Department of Public Works 20500 Madronna Avenue Torrance, CA 90503</p>	<p>John C. Dettle, P.E. E-mail: <a href="mailto:jdettle@TorranceCA.gov">jdettle@TorranceCA.gov</a> Phone: (310) 618-3059 Fax: (310) 781-6902</p>
5	<p>Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 11<sup>th</sup> Floor 900 South Fremont Avenue Alhambra, CA 91803</p>	<p>Angela George E-mail: <a href="mailto:ageorge@dpw.lacounty.gov">ageorge@dpw.lacounty.gov</a> Phone: (626) 458-4300 Fax: (626) 457-1526</p>

**REQUEST FOR PROPOSALS (RFP) NO. 17-04**

**PROFESSIONAL ENGINEERING DESIGN SERVICES FOR  
HERMOSA BEACH GREENBELT INFILTRATION PROJECT IN  
THE CITY OF HERMOSA BEACH, CALIFORNIA**



**CITY OF HERMOSA BEACH**

**Andrew Brozyna, P.E.**

**Director of Public Works/City Engineer**

**1315 Valley Drive**

**Hermosa Beach, CA 90254**

**(310) 318-0210**

**RFP DATES**

Request for Proposal Posting:	April 6, 2017
Written Question Deadline:	April 24, 2017
Submittal Deadline:	April 27, 2017 3:00 p.m.
Interviews (if required):	May 16, 2017
Tentative Final Selection:	May 16, 2017
Tentative City Council Award:	June 6, 2017



# City of Hermosa Beach

## Public Works Department

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Phone: (310) 318-0229  
FAX: (310) 937-5015

### REQUEST FOR PROPOSAL

PROPOSAL NUMBER: RFP# - 17-04  
PROPOSAL TITLE: PROFESSIONAL ENGINEERING DESIGN SERVICES  
FOR HERMOSA BEACH GREENBELT INFILTRATION  
PROJECT  
REQUESTING DEPARTMENT: Public Works – Engineering Division  
RELEASE DATE: April 06, 2017  
**DUE DATE: Thursday, April 27, 2017 @ 3:00 p.m... PST**

Notice is hereby given that the Department of Public Works of the City of Hermosa Beach will receive proposals. Each proposal must be submitted in a sealed envelope and clearly marked:

**“RFP# 17-04, PROFESSIONAL ENGINEERING DESIGN SERVICES FOR HERMOSA BEACH GREENBELT INFILTRATION PROJECT”**

**Failure to identify the proposal on the envelope may result in disqualification of the proposal. As the potential exists for there to be multiple RFP’s with the same due date the city will not be held responsible or acknowledge bid packages that are not marked with the appropriate bid title on the outside of the envelope as it cannot be determined which RFP group the envelope should be placed with.**

Sealed proposals must be submitted to the Department of Public Works at 1315 Valley Drive, Hermosa Beach, CA 90254. **Proposals will be received until 3:00 p.m. PST, Thursday, April 27, 2017.**

Proposals will not be opened at that time, but will be submitted to the Public Works Department for verification and compliance with Specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

**Proposals received after the deadline will be considered late. Such proposals may be returned unopened. Faxed or emailed proposals are not acceptable.**

Please direct any inquiries regarding this RFP to Kristy Morris, Environmental Analyst at [kmorris@hermosabch.org](mailto:kmorris@hermosabch.org), by no later than 4:00 PM PST, Monday April 24, 2017.

**TABLE OF CONTENTS**

**1 INTRODUCTION AND INSTRUCTIONS TO PROPOSERS ..... 2**

**2 PROPOSAL RESPONSE REQUIREMENTS ..... 6**

**3 PROPOSAL EVALUATION AND SELECTION ..... 10**

**4 SCOPE OF SERVICES..... 10**

**4.1 BACKGROUND ..... 10**

**4.2 Scope of Work ..... 12**

**4.3 Work to be Performed by the City ..... 17**

**4.4 Project Progress Meetings and Reports ..... 18**

**5 Standards of Work ..... 18**

**6 Compensation ..... 18**

**7 Insurance Requirements ..... 19**

**8 Indemnification. .... 21**

**APPENDICES:**

**APPENDIX 1 –LOCATION MAP**

**APPENDIX 2- 10% PRELIMINARY DESIGNS**

**APPENDIX 3- SAMPLE SWRCB GRANT AGREEMENT**

**APPENDIX 4- PROP 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL**

**APPENDIX 5 – NON-COLLUSION AFFIDAVIT**

**APPENDIX 6 – CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES**

**APPENDIX 7 - CERTIFICATION OF PROPOSAL**

**APPENDIX 8 – SAMPLE AGREEMENT**



**CITY OF HERMOSA BEACH  
REQUEST FOR PROPOSALS  
RFP # 17-04**

## **1 INTRODUCTION AND INSTRUCTIONS TO PROPOSERS**

### **1.1.1 Introduction**

The City of Hermosa Beach (City) invites qualified firms to submit written proposals for providing PROFESSIONAL ENGINEERING DESIGN SERVICES FOR HERMOSA BEACH GREENBELT INFILTRATION PROJECT. See project background under Scope of Services (Section 4) below. Should an award be made, the successful Proposer (or Consultant as referred to in this RFP) will enter into a Professional Services Agreement with the City of Hermosa Beach to provide these services.

### **1.1.2 Proposed Time Schedule**

Request for Proposal Posting:	April 6, 2017
Written Question Deadline:	April 24, 2017
Submittal Deadline:	April 27, 2017 3:00 p.m.
Interviews (if required):	May 16, 2017
Tentative Final Selection:	May 16, 2017
Tentative City Council Award:	June 6, 2017

### **1.1.3 Instructions to Proposers and Procedures for Submittal**

Five (5) printed copies of the proposal and one (1) electronic version of the proposal on CD or flash drive, must be submitted in a sealed envelope or box bearing the name of the Proposer, marked RFP # 17-04, submitted only to the following address:

PROFESSIONAL ENGINEERING DESIGN SERVICES FOR HERMOSA BEACH  
GREENBELT INFILTRATION PROJECT  
City of Hermosa Beach  
Attn: Kristy Morris  
1315 Valley Drive  
Hermosa Beach CA 90254

Cost proposals/rates both printed and electronically on CD or flash drive, shall be in a separate sealed envelope.

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the **April 27, 2017 3:00 p.m Submittal Deadline**, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposals. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City.

Late proposals will not be accepted under any circumstances and will be returned to the Proposer unopened.

#### **1.1.4 General Conditions**

**ADDENDUMS.** Should it be necessary for the City to issue addendums to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addendums will be posted on the City web site for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addendums which have been issued and has incorporated their provisions in their proposal.

**ADDITIONAL INFORMATION.** The City reserves the right, to request additional information or clarifications from Proposers where it may serve the City's best interest.

**ADDITIONAL SERVICES.** The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

**AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

**AWARD OF PROPOSAL.** City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria.

**COMPLIANCE WITH LAWS.** All proposals shall comply with current federal, state, and other laws relative thereto.

**CANCELLATION OF SOLICITATION.** The City may cancel this solicitation at any time.

**CONFLICT OF INTEREST.** By signing the Certification of Proposal (Appendix 7), the Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer

declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

**COSTS.** The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

**DISQUALIFICATION OF PROPOSER.** If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix 5).

**DOCUMENTS, EXAMINATION OF.** It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation or and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**INTERPRETATION OF RFP DOCUMENTS.** City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City.

The contact person for all questions regarding this RFP is Kristy Morris, Environmental Analyst. She can be reached at 310-750-3603 or via e-mail at [kmorris@hermosabch.org](mailto:kmorris@hermosabch.org). Proposers may not contact any other staff members with questions.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.

NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE professional services agreement (Appendix 8) and the City reserves the right to enter into agreements with other firms.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within their bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requestor. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. Proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

PUBLIC RECORD. All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.



RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Hermosa Beach and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. If a subcontract for work services to be performed exceeds \$25,000 the subcontract must contain all required provisions of the prime contract.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- Client name
- Project description
- Dates (starting and ending)
- Technical expertise
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager's name and telephone number

VALIDITY. Proposal must be valid for a period of 90 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by City Engineer before the Proposal Submittal Deadline.

## 2 PROPOSAL RESPONSE REQUIREMENTS

As outlined in Section 1.1.3 above, five (5) printed copies of the proposal and one (1) electronic version of the proposal on CD or flash drive, must be submitted in a sealed envelope or box bearing the name of the Proposer, marked RFP # 17-04, submitted only to the following address:

PROFESSIONAL ENGINEERING DESIGN SERVICES FOR HERMOSA  
BEACH GREENBELT INFILTRATION PROJECT  
City of Hermosa Beach  
Attn: Kristy Morris  
1315 Valley Drive  
Hermosa Beach CA 90254

Cost proposals/rates both printed and electronically on CD or flash drive, shall be in a separate sealed envelope.

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any of the proposals as the Original. If no document can

be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

Please note, the proposing consultant shall perform at least 51% of the work with their own In-house forces.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP.

All proposals shall be submitted on standard 8.5" by 11" paper in hard-covered binders. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

### **2.1.1 Cover Letter**

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

### **2.1.2 Company Data**

Please submit the following information:

- Official name and address.
- Name, address, and telephone number of the Proposer's primary point of contact.
- Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
- Federal Employer I.D. Number.
- The address, telephone numbers and fax numbers of each of your firm's locations.
- A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
- Number of years Proposer has been in business under the present business name.
- Number of years of experience the Proposer has had in providing required, equivalent, or related services.
- All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:
  - Year started and completed
  - Type of Contract
  - Contracting Agency
  - Project Description
  - Project Manager
  - Developer of project
- Any failures or refusals to complete a contract and explanation.

- Individuals/Firms who own an interest of 10% or greater in the proposing firm.
- Financial interests in other lines of business.

### **2.1.3 Organizational Chart**

Proposer shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-contracted work to individuals/firms. The organizational chart shall identify which category(ies) are being proposed on.

It is the City's preference to have key personnel identified in the Organizational Chart to remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel, including sub- Consultants, during the term of the agreement that are outside of the consulting firm's control or if the City requests such change.

After contract execution the Consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or sub-Consultants without prior written approval from the local agency. The Consultant must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different sub-Consultant on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of Consultant contracts, the Consultant's project manager must be a registered engineer in the State of California.

### **2.1.4 Resumes and Qualifications of Personnel**

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the account. In its assessment of the proposal, City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the services being considered. The Proposer shall furnish resumes in outline form for the key personnel committed to this account. Proposer shall also include the number and type of additional support personnel who will be providing services. The substitution or addition of individuals shall be allowed only with prior written approval of the City.

Suggested Resume Format:

- Name
- Position
- Education
- Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties.
- Summary of Experience
- In chronological order, most recent date first, summarize experience as it relates to the scope of work required for this RFP.
- Professional Memberships/Registrations

If sub-contractors are to be used as part of this proposal, a resume of the sub-contractor and relevant experience is to be included in the same format.

### **2.1.5 Project Approach**

Proposer shall provide a narrative description of your firm's approach to the project based on the Scope of Services. Discuss any alternatives to the design concept and Scope of Services that you may recommend. Identify any information or data anticipated to be provided by City staff to ensure successful completion of the project. Include a proposed schedule from the commencement of work through completion demonstrating how the consultant will meet requirements of the grant schedule as well as EWMP milestones.

The Consultant shall list in the proposal all anticipated permits necessary for the successful delivery of the project.

Proposer shall additionally itemize those services which are further required in the servicing of the account but are not noted in the Scope of Services as requirements. Proposer will list and describe these items in a separate section and title this section as ADDITIONAL SERVICES.

### **2.1.6 References**

Proposer shall provide three (3) references for which Proposer has provided similar services performed in California of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, and description of services provided. Consultants are to bring previous design documents prepared for other agencies.

### **2.1.7 Quality Control/Quality Assurance (QA/QC)**

Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the Consultant's method of ensuring that the Design personnel's quality of work is high. Proposer must reference all duties as listed in the SCOPE OF WORK. Proposer must note any services NOT provided by their firm.

### **2.1.8 Compensation/Payment Schedule**

Proposer is required to submit a complete Prop 1 Stormwater Grant Program - Budget Detail for Planning/Design/Engineering/Environmental (Appendix 4) including hourly rates, number of hours, and total labor for all types of personnel required to perform the services described in this RFP, as well as unit cost, number of units and total cost for consulting, materials, and equipment. Proposer must state if the proposed rate is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

### **2.1.9 Proposal Forms**

NON-COLLUSION AFFIDAVIT. Proposer is required to sign and submit the Non- Collusion Affidavit (Appendix 5).

INSURANCE. Proposer is required to sign and submit the Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services (Appendix 6).

CERTIFICATION OF PROPOSAL. Proposer is required to sign and submit the Certification of Proposal (Appendix 7).

Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the Sample Professional/Consultant Services Agreement (Appendix 8) prior to execution of the contract.

### **3 PROPOSAL EVALUATION AND SELECTION**

It is the City's desire to select a highly qualified design firm that will assign the best available resources to deliver a pioneering and potentially award-winning project. It is expected that the design firm selected through this RFP process will perform, accomplish, or assist in the delivery of comprehensive project design services resulting in the development of final plans & specifications with all regulatory approvals; coordination with partners, stakeholders, regulatory agencies and other entities; supporting the City's public outreach efforts; overseeing the construction phase of the project; (optional task developing implementing a monitoring & sampling plan) and assisting with on-going and final reporting to support the grant requirements of the SWRCB.

The Public Works Director and/or his designee(s) will evaluate all proposals received. The City shall not be obligated to accept the lowest priced proposal, but the City may make award(s) in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer.

The recommended proposal(s) will be submitted to the City Council for contract approval.

Discussions may, at the City's option, be conducted with the most qualified Proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

### **4 SCOPE OF SERVICES**

The City of Hermosa Beach is inviting proposals from qualified consultants for engineering design services for the Hermosa Beach Greenbelt Project for the Herondo Drain watershed ("The Project"). The Project is funded in part by the State Water Resource Control Board's (SWRCB) Proposition 1, Storm Water Grant Program- Implementation Round 1, with matching funds from the Beach Cities Watershed Management Group that includes the cities of Hermosa Beach, Manhattan Beach, Redondo Beach, Torrance and Los Angeles County Flood Control District (LACFCD).

#### **4.1 BACKGROUND**

The City is located within the southwestern coastal portion of Los Angeles County and is bordered by Manhattan Beach to the north, Redondo Beach to the east and south and approximately 2 miles of Pacific Ocean on the west margin. The City has a total land area of 1.43 square miles.

The City developed an Enhanced Watershed Management Program (EWMP) in coordination with the Beach Cities Watershed Management Group in response to the requirements established in the 2012 Municipal Separate Storm Sewer System (MS4) Permit. The Beach Cities EWMP approach, including model selection, data inputs, critical condition selection, calibration performance criteria, and output types is consistent with the LARWQCB Reasonable Assurance Analysis Guidance Document (LARWQCB, 2014). The approved EWMP is available for download on the Regional Board website at: [http://www.waterboards.ca.gov/losangeles/water\\_issues/programs/stormwater/municipal/watershed\\_management/beach\\_cities/BeachCities\\_EWMP\\_February2016.pdf](http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/watershed_management/beach_cities/BeachCities_EWMP_February2016.pdf)

The Reasonable Assurance Analysis (RAA) was performed for each analysis region on bacteria which was the controlling pollutant for the Santa Monica Bay watershed. The 90<sup>th</sup> percentile rain year (based on wet days) was the critical condition modeled in the RAA using site-specific historical data for each compliance point, e.g., SMB 6-1 at the outfall of the Herondo Street Storm Drain System. The target load reductions for bacteria were expressed as Allowable Exceedance Days per year for each analysis region. Two analysis regions were analyzed for the Herondo Storm Drain system, the SMB 6-1 Analysis Region and the BC Sump Analysis Region, both of which are tributary to the Herondo Storm Drain and this

proposed project and the compliance point SMB 6-1 (also the historical AB411 monitoring location). The final target load reduction required for the two analysis regions combined was a reduction in the indicator bacteria absolute load of  $490.1 \times 10^{12}$  MPN which was translated into a percent target load reduction of 45% for both analysis regions combined. The EWMP proposes that this target load reduction will be met through a combination of existing regional structural Best Management Practices (BMPs) and *three new regional structural BMPs* as well as proposed distributed green street and non-structural BMPs.

The Hermosa Greenbelt Infiltration project is the most important and cost effective of the three new regional BMPs proposed in the Beach Cities EWMP as it will achieve 90% of the load reduction needed from new regional BMPs for this compliance point. This project utilizes infiltration as the means of load reduction, as such, the bacteria load is entirely removed from the infiltrated volume. Therefore, for purposes of setting design objectives, the load reduction is translated in the Beach Cities EWMP into capture volume or infiltration volume of storm water. The 10% project concept (Appendix 2) was developed as part of the EWMP development and was based on this RAA analysis of the SMB 6-1 compliance point.

#### **4.1.1 Project Concept**

The Hermosa Greenbelt Infiltration Project is to be located underneath the greenbelt at southern border of Hermosa Beach (Appendix 1) and is the highest priority project identified in the Beach Cities EWMP. This project protects and improves Santa Monica Bay water quality by diverting and infiltrating storm water that contains 303d-listed TMDL pollutants fecal indicator bacteria, sediment-borne DDT and PCBs, and trash, as well as typical pollutants in urban runoff (metals and nutrients). The proposed tributary area to be mitigated by this project is 2,914 acres including runoff from all cities in the Beach Cities Watershed Management Group (98% of the total tributary area to the Herondo Storm Drain). Implementation of this project is essential to demonstrate compliance based on the goals of the EWMP. Additional project benefits and considerations include reducing downstream flooding, preserving the existing use of the linear greenbelt as a running path, restoring native coastal dune habitat; and supporting loads associated with municipal vehicles for parkland maintenance.

The 10% project concept (Appendix 2) was developed as part of the EWMP development and was based on this RAA analysis of the SMB 6-1 compliance point. This project as described in the concept will divert storm water from the Herondo Storm Drain to an infiltration system consisting of diversion, conveyance pipes, a gross solids removal device (GSRD) that shall also serve as a full capture system for trash from the diverted flow, a forebay, and an infiltration gallery. Dry and wet-weather flows will be diverted from the existing storm drain up to the  $Q_{dmax}$ , and flow into the forebay through the conveyance pipe and GSRD and begin to infiltrate into the site soils. Flows exceeding the loss rate of the forebay will fill the forebay and ultimately overflow via a notched weir into the infiltration gallery, where additional infiltration will occur. The system will fill until inflows no longer exceed loss rates, at which time the basin will drawdown. When persistent flows fill the system to storage capacity, runoff in the storm drain will bypass the diversion until capacity is freed up through infiltration losses.

#### **4.1.2 Existing Data and Studies**

A site geotechnical study to evaluate infiltration characteristics of subgrade soils at the select location along the existing Greenbelt on Valley Drive between 2<sup>nd</sup> Street and Herondo Street has been performed. The results of this study are provided in a technical report included as an addendum to this RFP. The site geotechnical study assesses soil characteristics, geologic conditions, and groundwater conditions and includes subsurface exploration, field infiltration testing, geotechnical laboratory testing, and focused engineering analysis to support the Project's preliminary design.

A Phase 1 Records Search and ASTM report to screen for subsurface environmental conditions in the immediate project area has been conducted. A summary is included as an addendum to this RFP and the full report will be provided to the successful consultant. This information will be used to support the CEQA documentation.

## **4.2 Scope of Work**

The successful proposer will provide design engineering services for the following elements: the diversion structure in the Herondo Storm drain directing flow to the pretreatment system, a pretreatment system to remove trash and debris, an underground holding tank sized to retain the required storm volume as specified in the EWMP and the 10% concept designs and based on the geotechnical analysis, and a flow meter at the diversion pipe to measure the volume of water diverted. The City anticipates the consultant to propose innovative solutions and approaches to save cost and time during the design, procurement and construction of the project. Pre-manufactured infiltration systems may be considered in the design. Criteria for evaluating the suitability of different designs include considerations such as: ease of maintenance, load bearing capacity, storage capacity, dimensions, constructability, cost of construction and long-term maintenance, time to construct, etc.

The infrastructure characteristics of the site have been assessed (soil permeability, slope, natural features, etc.). This site-specific geotechnical information will be utilized by the successful proposer to develop the preliminary and final design. Beach Cities Watershed Management Group representatives as well as Hermosa Beach City engineers and Los Angeles County Flood Control District engineers will provide review and comment on the preliminary design. CEQA documentation will be completed based on the preliminary design. The Consultant will present the Final Design Plan to Hermosa Beach City engineers and Los Angeles County Flood Control District engineers for final review along with any responses received on the preliminary engineering design plans. The Consultant will gather final feedback from engineering reviewers to incorporate into the final design plans and construction drawings. At the end of the design phase City staff will prepare plans and specifications for bid advertisement for construction of the project.

### **4.2.1 Work Elements**

The Consultant's services shall include, but are not limited to, the following elements that correspond to the Prop 1 Stormwater Grant Program - Budget Detail for Planning/Design/Engineering/Environmental (Appendix 4). Additional information on each of these elements is provided in the sections indicated below:

- Survey, Utilities Evaluation, and additional Geotechnical Investigation (4.2.1.1)
- Preliminary Design, Planning activities (4.2.1.2)
- CEQA Documentation, Permits (4.2.1.3)
- Final Design (4.2.1.4)
- Detailed Plans, Specifications and Construction Estimate (4.2.1.5)
- Construction Bidding Phase (4.2.1.6)
- Construction Support Phase (4.2.1.7)
- Optional Services: Monitoring Plan and QAPP (4.2.1.8)

The successful consultant/firm responding to this RFP must be able to provide "all" of the designated services not individual services only.

#### **4.2.1.1 Survey, Utilities Evaluation and Additional Geotechnical Investigation**

Provide all field survey and topographic work necessary to complete the design effort. Design level survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in AutoCAD Computer Aided Design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88.

Research existing records of utility companies and agencies and coordinate the proposed improvements with existing field conditions. Including relocation of any involved utility facilities (Vaults, Vents, or underground structures that may be in conflict).

- (1) Research and obtain file copy of utility maps within the project limits for existing and/or proposed facilities.
- (2) Prepare preliminary plans with utility notices/questionnaires to be sent to utility companies.
- (3) Plot existing and proposed utilities in plan (and profile when applicable)
- (4) Monitor response of utility notices received by the City and then make recommendations for mitigating conflicts.
- (5) Attend coordination meetings when required regarding adjustments and relocations.
- (6) Pothole information, where required, shall be coordinated by the Consultant.

This task provides for any additional geotechnical investigation necessary to complete the final design.

#### **4.2.1.2 Preliminary Design and Planning Activities**

Provide a schedule from the commencement of work through completion demonstrating how the consultant will meet requirements of the grant schedule as well as EWMP milestones.

The preliminary design should revisit and if necessary revise the conceptual design approach based on the site-specific geotechnical report, refined hydrologic and hydraulic model of the project, and any more recent site-specific information in order to maximize the amount of stormwater captured by the project.

The consultant will provide a preliminary design report (PDR) defining storm water design issues, identifying potential BMP options, analyzing up to three (3) project alternatives, and providing project cost estimates for each alternative. The final design could include options presented in different design alternatives. Therefore, proposers should provide line item cost estimates for each element presented in the alternative designs.

The Beach Cities staff as well as the Hermosa Beach City Engineer and Los Angeles County Flood Control District will provide review and comment on the preliminary designs. The necessary CEQA documentation will be determined based on the preliminary design.

Where applicable, engineering design of all project elements shall be compatible and in accordance with the following as applicable:

- Caltrans Highway Design Manual
- Caltrans Standard Plans
- Caltrans Standard Specifications
- California Manual on Uniform Traffic Control Devices (latest edition)
- Los Angeles County Hydrology Manual



- American Public Works Association Standard Specifications for Public Works Construction
- American Public Works Association Standard Plans
- American Water Works Association
- City of Hermosa Beach Standard Plans

It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.

#### **4.2.1.3 CEQA Documentation, Permits**

Review Phase 1 Environmental Site Assessment Information/Document request report. A summary is attached to this RFP and the full report will be provided to the successful consultant.

Prepare all documentation required to comply with the California Environmental Quality Act (CEQA) Phase 1 Environmental Site Assessment Information/Document request report to be used to support CEQA determination which is anticipated to be no more complex than a Negative Declaration or Mitigated Negative Declaration.

Prepare all documentation required to obtain permits from any and all agencies having jurisdiction of the project. The City will take the lead on the permits and the consultant shall provide assistance to the City with the preparation of application documents and obtaining the permits. Any permit fees will be reimbursed or paid directly by the City. Anticipated permits include, but are not limited to, California Coastal Commission, and Los Angeles County Flood Control District Encroachment Permit.

#### **4.2.1.4 Final Design**

All work shall be performed in conformance with the State of California and/or City of Hermosa Beach policies, procedures and standards.

Consultant shall carry out the instructions received from the City and shall cooperate with the City and other involved agencies.

The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.

Consultant or its sub consultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.

The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City and State. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and dated and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by the State and set forth in related Caltrans manuals. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.

The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files.

**Submittals:** Submittals shall occur at 60% and 100% or as determined on an individual basis and shall include:

**4.2.1.4.1 60% PS&E (Plans, Specifications and Estimates)**

Plan details and technical specifications for all items in the project shall consist of 60% design and detailed plans ready for the independent design check.

Three sets (3) full size (24"x36") of design plans. The following submittals shall be submitted via hard copy and electronically: draft SSP, preliminary quantities and estimates, pay item list, and design calculations.

**4.2.1.4.2 100% PS&E FOR REVIEW**

The Consultant shall submit the following documents for review and approval:

Three sets (3) full size (24"x36") signed and stamped final plans

Hard copies and Electronic copies of Special Provisions

Hard copies and Electronic copies of cost estimate and check quantity calculations

Hard copies and Electronic copies of design calculations

Hard copies and Electronic copies of design check calculations

Other reports as needed by the City of Hermosa Beach

The City will review and comment on the PS&E package as soon as possible. The turnaround goal is within four (4) weeks of receipt of the complete PS&E package. One (1) copy of those documents with comments will be returned to the Consultant.

**4.2.1.5 Development of Detail Plans, Specifications and Estimate (PS&E):**

All reports, plans, specifications and quantity calculations shall conform to criteria, policies, procedures and standards of the "Greenbook" (Standard Specifications for Public Works Construction), APWA and the City, and shall be made available to the City at stages specified in the milestone schedule and upon request.

The Consultant shall produce, at the Consultant's sole cost and expense, blank reproducible sample plan sheets and any needed standard drawings. Standard drawings and standard plans shall be incorporated into the Contract Plans where applicable.

Each plan sheet shall bear the State of California Registered Professional Engineer registration seal within signatures, license number and registration certificate expiration date of the Engineer who is in responsible charge for developing the plan. Each plan sheet shall be signed by the engineer who performed the independent plan check.

The Consultant shall submit the following documents for review and approval:

- Hard copies and Electronic sets of signed final design plans
- Hard copies and Electronic copies of signed final specifications
- Hard copies and Electronic copies of final cost estimate and final quantity calculations
- Hard copies and Electronic copies of final design calculations
- Hard copies and Electronic files in its original format and in PDF of all plans, specifications, and estimates

#### **4.2.1.6 Construction Bidding Phase**

The Consultant shall provide support services as needed during the bidding and construction phases of the project, including:

1. The Consultant shall respond to bidder inquiries during the bidding process, including preparation of any addenda. Upon award of the construction contract, the Consultant shall attend the pre-construction meeting.
2. The Consultant shall review and approve all submittals as needed and shop plan drawings required supporting the construction contract. The Consultant shall complete shop drawings reviews within one (1) week of receipt.
3. The Consultant shall respond to written Requests for Information (RFI) as needed to provide clarification or resolve discrepancies in the contract documents. Responses shall be completed within three (3) working days.

Bidding procedures will be the responsibility of the City. While the PS&E construction package is being advertised for bids, all questions concerning the intent shall be referred to the City for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decision by the City, or by a covering change order after the award of the construction contract.

#### **4.2.1.7 Construction Support Phase (As Needed)**

- (1) All construction support work shall be coordinated with the City.
  - (2) Consultant shall furnish, at the consultant's sole cost and expense, all necessary drawings for corrections and change orders required by errors and omissions of the Consultant. The original tracing(s) of the drawings and contract wording for the change orders shall be submitted to the city for duplication and distribution.
  - (3) Consultant will receive written notification of the award of a construction contract. Upon such notification, Consultant will proceed with the services required by the Agreement.
  - (4) Consultant is required to attend the pre-construction meeting with the successful construction contractor upon notification by the City.
  - (5) Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract. Consultant shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
  - (6) Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction contractor which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.
  - (7) The Consultant shall prepare and deliver to the City the final record drawings plans incorporating field marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.
1. Operation and Maintenance (O&M) plan, procedures, equipment data commissioning information and any other O&M related information shall be prepared and delivered by the design consultant as part of the commissioning and the final acceptance of the project
  2. Upon the completion of construction, record drawings plans shall be submitted to the City. The Consultant shall incorporate all changes to the plans electronically with all necessary revision notations. Once plans have been updated, a signed set of record drawings mylars shall be submitted to the City with an electronic copy (in AutoCAD and pdf formats properly labeled) of the final record drawings via CD or e-mail.

3. The Consultant shall monitor the project progress, maintain project files, and control the quality of the work performed as needed.
4. Attend any and all meetings with the City staff as required.
5. Coordinate plan check, design topics, permits and any other issues with the City, other Agencies, and all utility companies as required. The Consultant shall be the liaison with affected agencies.
6. The Consultant shall be responsible for reviewing and approving addenda and clarifications to plans and specifications.

#### **4.2.1.8 Monitoring Plan and QAPP (optional service)**

A State approved Project Assessment and Evaluation Plan (PAEP) will be provided by the City. The City intends to develop the Monitoring Plan and Quality Assurance Project Plan (QAPP) and implement the PAEP, Monitoring Plan and QAPP. However, the consultant shall provide a proposal for this task as an optional service which may be selected at City's discretion at a later date. Consultant would be using California Environmental Data Exchange Network (CEDEN) for data management. Consultant would assist the City in the preparation of the final report for the project as required by the grant agreement.

#### **4.2.2 SWRCB Prop 1 Stormwater Grant Agreement**

Consultant shall comply with the requirements and terms and conditions of the executed grant agreement between the California State Water Resources Control Board and the City of Hermosa Beach for the design and construction of the project. The Grant Agreement is currently under preparation and is not yet available for review, however an example agreement with standard requirements and terms and conditions is included as an Appendix 3 to this RFP.

#### **4.2.3 Coordination**

Coordination with the City, other consultants and other involved agencies will be required to achieve compatible designs, phasing of construction with existing or designed conditions, and timely delivery of the contract PS&E.

The City will decide the manner in which the coordination of individual matters is undertaken. At the City's option, coordination efforts may be performed by the Consultant's direct contact, by the Consultant acting through the City or by the City only. When coordination efforts require Agreement, such Agreement shall be coordinated through the City.

### **4.3 Work to be performed by the City**

1. Prepare and execute all utility Agreements
2. Prepare and process requests to the City
3. Distribute public information
4. Provide survey controls (bench mark and centerline monument records) necessary for design surveys
5. Advertise and award construction contracts
6. Prepare and execute Agreements with other agencies or entities
7. Administer construction contract
8. Resolve all construction claims

Upon contract award, City will:

- Provide copies of record plans if available
- Provide standard city boilerplate specifications
- Furnish electronic design file with City title block and title sheet (24" x 36")
- Process plans for governmental agency approvals having jurisdiction over the project and pay for all plan check fees.
- Act as a liaison with the appropriate decision making bodies.

#### **4.4 Project Progress Meetings and Reports**

Progress review meetings shall be held at intervals deemed appropriate by the City. At or before each of these meetings, the Consultant shall furnish two (2) copies of all completed or partially completed, plans, specifications and estimates which have been developed or altered since the last progress review meeting.

Progress Reports shall be submitted at monthly intervals, indicating progress achieved during the reporting period in relation to the progress scheduled. The Consultant shall provide the City with two (2) copies of the Progress Report at least four (4) working days before the Monthly Progress Meeting.

### **5 STANDARDS OF WORK**

#### **5.1.1 Conflicts / Design Exceptions.**

In case of conflict, ambiguities, discrepancies, errors, or omissions, Consultant shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by City shall be at Consultant's risk and expense.

#### **5.1.2 Plans, Specifications and Estimates (PS&E).**

PS&E shall be prepared in English units and in conformance with the latest editions of applicable standards. As part of the work involved in the preparation of the PS&E, Consultant shall prepare Special Provisions pertaining to items of work included in the plans that are not addressed in the latest editions of applicable standards. Consultant will furnish and compile Special Provisions to include City contract administration requirements.

### **6 COMPENSATION**

The method of payment shall be primarily at Specified Rates of Compensation but may include Cost per Unit of Work. The proposal should include hourly rates for all types of personnel required to perform the services described in this RFP.

Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.

#### **6.1.1 Prevailing Wages**

Consultants are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State prevailing wage information is available through the California Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/dprevagedetermination.htm>

Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Professional Services Agreement approved by the City. City will not assume any responsibility for Consultant's failure to pay prevailing wages in accordance with State law.

**6.1.2 Invoicing**

Invoices are to be submitted monthly. The invoices shall reference the project title, and list charges by task, worker classification, hours, billing rate, and totals.

Each invoice shall contain a progress report describing the work completed during the billing period and the following summary information:

CONTRACT					
Contract Amount	Total Prior Contract Billings	Contract Work Performed this Period	Total Contract Amount Performed To Date	Contract Percent Complete	Total Amount Remaining for the Contract

**7 INSURANCE REQUIREMENTS**

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
  - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
  - 2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  - 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  - 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on

a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
  - 1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
  - 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
  - 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
  - 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
  - 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate the Agreement.

- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

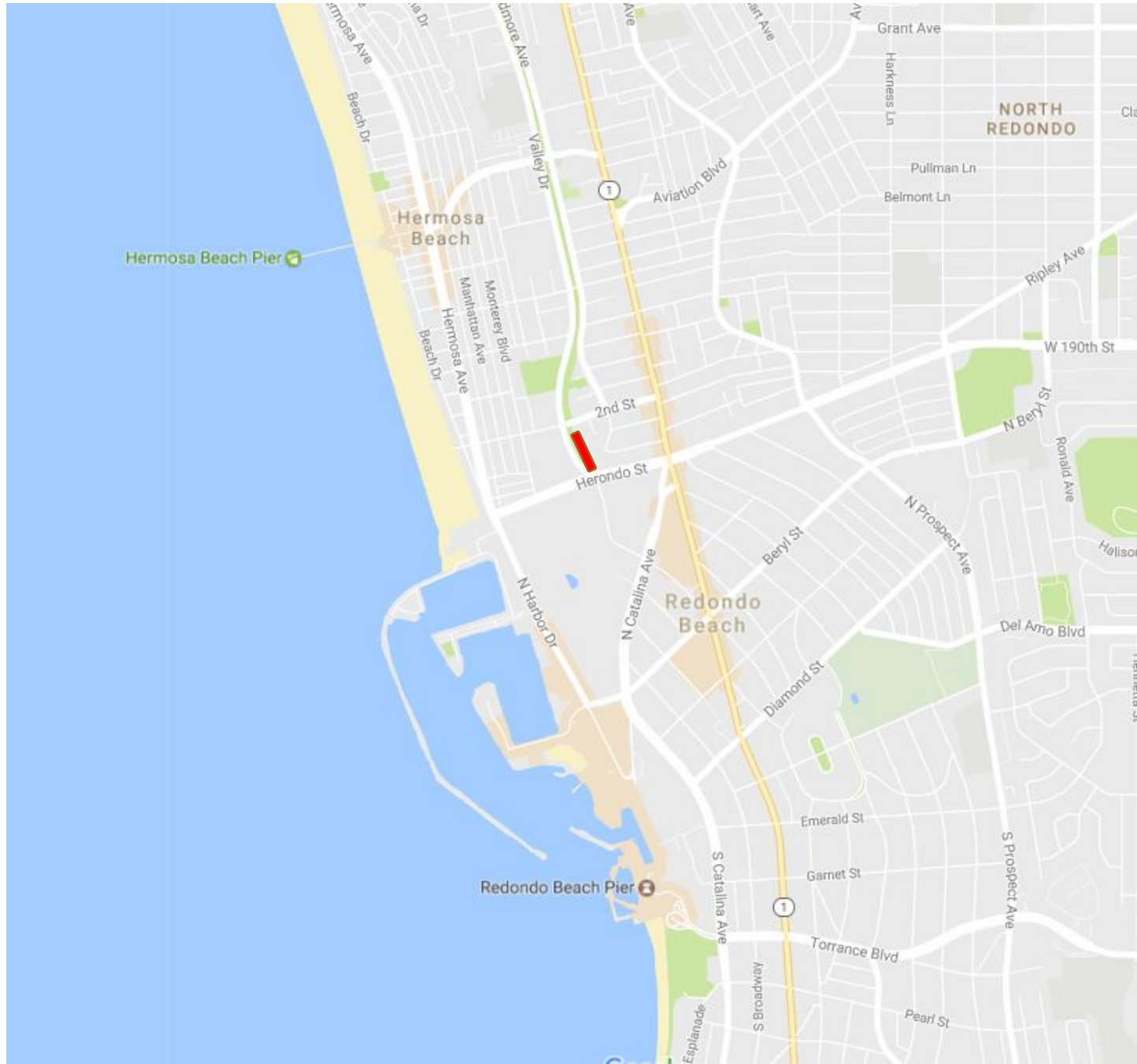
## **8 INDEMNIFICATION.**

CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17 of the sample agreement, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.



# APPENDIX 1 –LOCATION MAP



 Project Location

## APPENDIX 2- 10% PRELIMINARY DESIGNS

## APPENDIX 3- SAMPLE SWRCB GRANT AGREEMENT

**APPENDIX 4- PROP 1 STORMWATER GRANT PROGRAM - BUDGET  
DETAIL**

## APPENDIX 5 – NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Hermosa Beach or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Hermosa Beach public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

---

Signature of Authorized Representative

---

Name of Authorized Representative

---

Title of Authorized Representative

**APPENDIX 6 – CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES**

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: \_\_\_\_\_ Name (Please Print or Type)

By: \_\_\_\_\_ Consultant’s Signature

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

**This executed form must be submitted with Scope of Work proposal.**

## APPENDIX 7 - CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP) **NO. 17-04**.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: \_\_\_\_\_

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

(Authorized Signature) Type Name: \_\_\_\_\_

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

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

# APPENDIX 8 – SAMPLE AGREEMENT

Agreement No. \_\_\_\_\_

**CONTRACT FOR PROFESSIONAL SERVICES TO**  
**BETWEEN THE CITY OF HERMOSA BEACH AND \_\_\_\_\_**

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF \_\_\_\_\_, a general law city a municipal corporation (“CITY”) and \_\_\_\_\_, a limited liability company (“CONSULTANT”).

**RECITALS**

- A. The City desires to \_\_\_\_\_.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, the City and the Consultant agree as follows:

**1. CONSIDERATION AND COMPENSATION**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT a total of \$ \_\_\_\_\_, for CONSULTANT’s services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT’s invoice within 30 days after it is received.

**2. SCOPE OF SERVICES.**



- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
  - B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.
3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is \_\_\_\_\_. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on \_\_\_\_\_, 20\_\_\_\_, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.
8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONSULTANT shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
  - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by

the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the

CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations.”

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
  3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY’s option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the Consultant (as the

named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

**18. USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

**19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**20. CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

**21. NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**22. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN:	ATTN:

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

**23. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

**24. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein are generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

**25. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

**26. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

**27. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

**28. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

**29.** ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**30.** FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

**31.** TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

**32.** ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

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

**34.** OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and work papers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

**35.** DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a) (2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office



financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials \_\_\_\_\_  
Consultant Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a) (2) (A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials \_\_\_\_\_  
Consultant Initials \_\_\_\_\_

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

CITY OF HERMOSA BEACH

CONSULTANT

\_\_\_\_\_ By: \_\_\_\_\_  
MAYOR TITLE

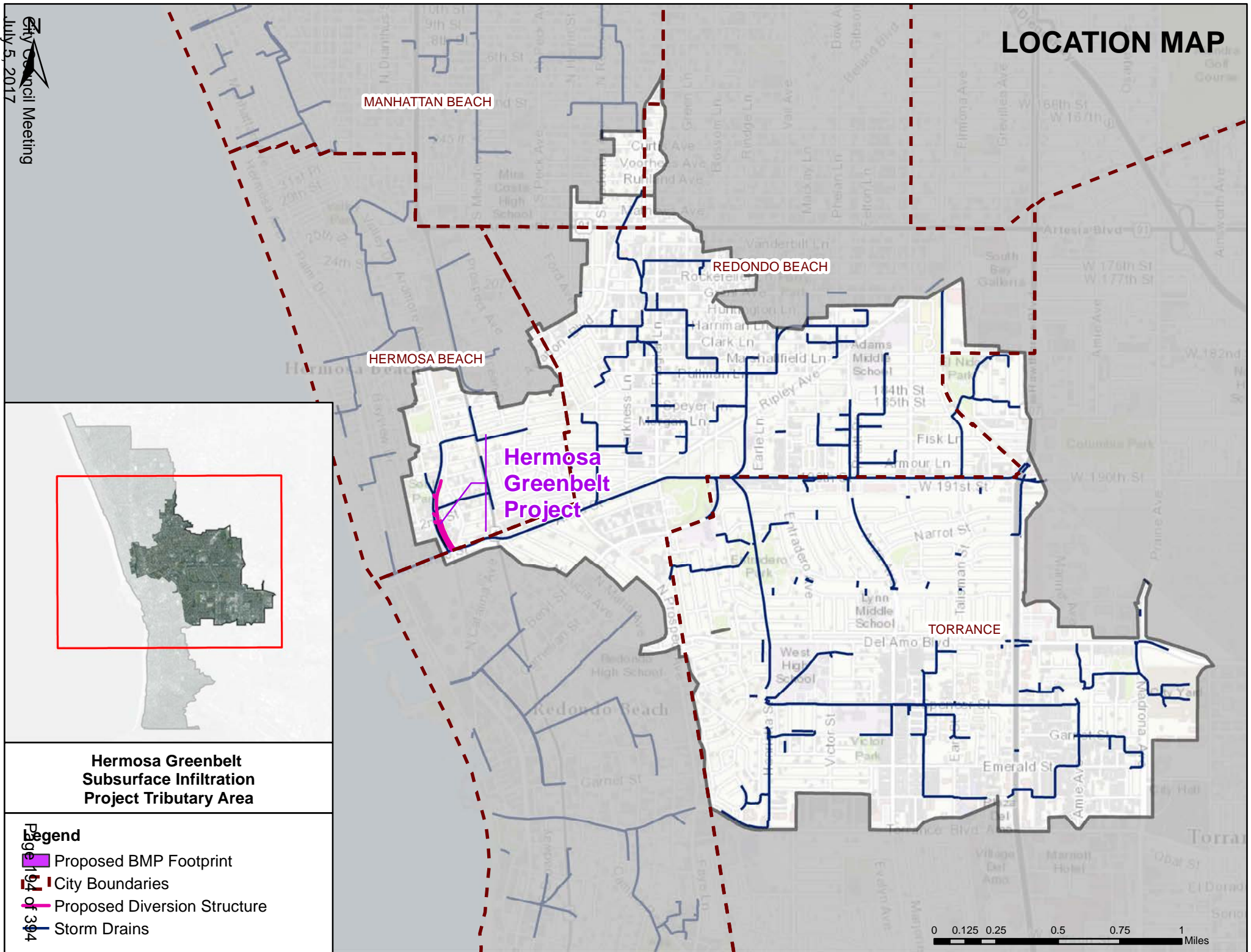
ATTEST:

\_\_\_\_\_ Taxpayer ID No.  
Elaine Doerfling, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Jenkins , City Attorney

# LOCATION MAP



**Agenda Date:** 7/5/2017

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Quinn M. Barrow, City Attorney

Liza Tamura, City Clerk

Anne McIntosh, Community Development Director

George Gabriel, Management Analyst

**SUBJECT:**

Conduct Public Hearing for Second Reading of Ordinance No. 17-0008 Regarding Municipal Code Revisions Provisions to the Zoning Code Regarding Appeal and City Council Review and Introduction of Ordinance No. 17-0010 with Corresponding Changes to the City's Local Coastal Program (City Attorney Barrow, City Clerk Tamura and Community Development McIntosh).

**SECOND READING OF ORDINANCE NO. 17-0008 AND FIRST READING OF  
ORDINANCE NO. 17-0011**

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**RECOMMENDATION:**

Staff recommends that the City Council:

1. Open the Public Hearing
2. Conduct Second Reading and Adoption of Ordinance No. 17-0008 revising the Municipal Code regarding Appeals and Council Review of Decisions
3. Conduct First Reading of Ordinance No. 17-0011 to make corresponding changes to the City's Local Coastal Program.

**FISCAL IMPLICATIONS:**

No fiscal implications associated with the recommended action.

**BACKGROUND:**

At the June 20, 2017 City Council meeting, the City Council conducted the first reading of Ordinance No. 17-0008, amending the Zoning Code Chapter on Appeals and Council Review. If adopted, Ordinance No. 17-0008 will: reinstate the 15-day appeal and review period for planning decisions and filing of appeals with the Community Development

Department; and require that two Councilmembers request review for Council review of Planning Commission quasi-judicial decisions.

**DISCUSSION:**

To ensure consistency between the Local Coastal Program and the Manhattan Beach Municipal Code, staff has drafted Ordinance No. 17-0011 amending the Local Coastal Program.

**PUBLIC OUTREACH/INTEREST:**

This subject was discussed at the City Council retreat that was open to and attended by members of the public and a first reading of Ordinance No. 17-0008 was conducted at the June 20, 2017 City Council meeting. In addition, a notice of public hearing was advertised in the June 22, 2017 edition of the Beach Reporter.

**LEGAL REVIEW**

The City Attorney has reviewed this report and approved as to form the Ordinances.

**Attachments:**

1. Ordinance No. 17-0008
2. Ordinance No. 17-0011

**ORDINANCE NO. 17-0008**

**AN ORDINANCE OF THE CITY OF MANHATTAN BEACH  
AMENDING THE APPEALS AND COUNCIL REVIEW  
SECTIONS OF THE MANHATTAN BEACH ZONING CODE**

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

SECTION 1. Municipal Code Section 10.100.010 is hereby amended to read as follows:

“10.100.010 - Appeals.

A. Decisions of the Community Development Director may be appealed to the Planning Commission, and decisions of the Planning Commission may be appealed to the City Council. The decisions of the Planning Commission will be placed on a City Council agenda within the time period specified below for Council review.

B. Anyone wishing to appeal pursuant to this chapter must timely file with the Community Development Department a written notice of appeal, on a form provided by the Community Development Department, and with the applicable required appeal fee set by City Council resolution. The notice of appeal shall specify the basis for the appeal.

C. The appeal period ends at the close of the business day for City Hall on the 15th day following the decision. If the 15th day falls on a weekend or City holiday, the appeal period ends at the close of business on the next working day.

D. The appeal shall be heard within 60 days of the City Clerk's receipt of the appeal, unless the applicant and appellant consent to a later date. An appeal shall be heard at a public hearing *de novo* if the decision being appealed required a public hearing. Notice of such a public hearing shall be given in the same manner required for the decision being appealed.

E. The decision subject to appeal shall be stayed pending a final decision on the appeal or withdrawal of the appeal.”

SECTION 2. Municipal Code Section 10.100.020 is hereby amended to read as follows:

“10.100.020 - Council review.

A. The City Council shall review a Planning Commission decision if two Councilmembers file a Council review form with the City Clerk on or before the 15th day following the decision. For all requests for review, it shall be presumed that the reason for the request is that the decision may have significant and material effects on the quality of life within the City, or that the subject matter of the decision may have City-wide importance warranting review and

determination by City's elected officials. Bias shall not be presumed or inferred due to a request for review.

The City Clerk shall prescribe a review form, which shall be available free of charge. The City Clerk shall schedule the review hearing for commencement within 60 days of the request for review. The review shall otherwise follow the same procedures as appeals in this Chapter.

B. Public notice of the hearing shall be provided in the same manner, if any, as was provided in connection with the consideration by the Planning Commission.

C. The Council review hearing shall be conducted as a hearing de novo.

D. The effectiveness of a decision subject to Council review shall be stayed pending completion of the Council review proceedings.”

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION.

The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”). It can be seen with certainty that there is no possibility that the adoption of this Ordinance, and the regulations established hereby, may have a significant effect on the environment. In addition, the action taken herein is not a “project” within the meaning of CEQA.

SECTION 4. SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or their application and, to this end, the provisions of this Ordinance are severable.

SECTION 5. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

ADOPTED ON JULY 5, 2017.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

DAVID LESSER  
Mayor

ATTEST:

---

LIZA TAMURA  
City Clerk

APPROVED AS TO FORM:

---

QUINN M. BARROW  
City Attorney

## ORDINANCE NO. 17-0011

### AN ORDINANCE OF THE CITY OF MANHATTAN BEACH AMENDING THE MANHATTAN BEACH LOCAL COASTAL PROGRAM REGARDING APPEALS AND COUNCIL REVIEW PROCEDURE FOR QUASI-JUDICIAL DECISIONS (CHAPTER A.96.160)

THE MANHATTAN BEACH CITY COUNCIL ORDAINS AS FOLLOWS:

SECTION 1. CEQA Findings. This ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments will not have the potential for any impacts on the environment. The Ordinance will amend the appeals process and provide a Council review of Planning Commission quasi-judicial decisions.

SECTION 2. On July 5, 2017, the City Council conducted a duly noticed public hearing to consider amendments to the Local Coastal Program (LCP) for Chapter A.96.160 (Appeals). After a duly noticed public hearing, the Planning Commission recommended the following changes to the LCP's appeal chapter: 1) amendments reflecting the City's practice and changes in the law; 2) amendments providing for City Council review of quasi-judicial proceedings; and 3) amendments streamlining the Code for ease of use.

SECTION 3. The City Council hereby amends Chapter A.96.160 (Appeals) of the Manhattan Beach LCP to read as follows, with all other provisions of Chapter A.96.160 to remain unchanged, with the exception that certain subsections will be re-numbered due to the revisions set forth in this Section 3:

#### **“Chapter A.96.160 A.1-4 APPEALS AND COUNCIL REVIEW**

##### **Sections:**

##### **A.1 Appeals.**

- a. Decisions of the Community Development Director may be appealed to the Planning Commission, and decisions of the Planning Commission may be appealed to the City Council. For informational purposes, the decisions of the Planning Commission will be placed on a City Council agenda within the time period specified below.



- b. Anyone wishing to appeal pursuant to this chapter must timely file with the Community Development Department a written notice of appeal, on a form provided by the Community Development Department, and with the applicable required appeal fee set by City Council resolution. The notice of appeal shall specify the basis for the appeal.
- c. The appeal period ends at the close of the business day for City Hall on the 15th following the decision. If the 15th day falls on a weekend or City holiday, the appeal period ends at the close of business on the next working day.
- d. The appeal shall be heard within 60 days of the City Clerk's receipt of the appeal, unless the applicant and appellant consent to a later date. An appeal shall be heard at a public hearing *de novo* if the decision being appealed required a public hearing. Notice of such a public hearing shall be given in the same manner required for the decision being appealed.
- e. The decision subject to appeal shall be stayed pending a final decision on the appeal or withdrawal of the appeal.

**A.2 Council Review.**

- a. The City Council shall review a Planning Commission decision if two Councilmembers file a Council review form with the City Clerk on or before the 15th day following the decision. For all requests for review, it shall be presumed that the reason for the request is that the decision may have significant and material effects on the quality of life within the City, or that the subject matter of the decision may have City-wide importance warranting review and determination by City's elected officials. Bias shall not be presumed or inferred due to a request for review.

The City Clerk shall prescribe a review form, which shall be available free of charge. The City Clerk shall schedule the review hearing for commencement within 60 days of the request for review. The review shall otherwise follow the same procedures as appeals in this Chapter.

- b. Public notice of the hearing shall be provided in the same manner, if any, as was provided in connection with the consideration by the Planning Commission.
- c. The Council review hearing shall be conducted as a hearing *de novo*.
- d. The effectiveness of a decision subject to Council review shall be stayed pending completion of the Council review proceedings."

SECTION 4. The City Council hereby amends Subsection B of Chapter A.96.240 of the Manhattan Beach LCP to read as follows:

“B. The coastal development permit shall be issued only after providing such documents to the Executive Director of the Coastal Commission and the Executive Director has notified the Community Development Director that any such legal documents are adequate. [13574]”

SECTION 5. If any sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

SECTION 6. The City Council hereby directs staff to submit this LCP amendment to the California Coastal Commission for certification, in conformance with the submittal requirements specified in the California Code of Regulations, Title 14, Division 5.5., Chapter 8, Subchapter 2. The LCP amendment approved in this ordinance shall become effective only upon certification by the California Coastal Commission.

SECTION 7. Any provisions of the Manhattan Beach LCP, or appendices thereto, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance, and no further, are hereby repealed, and the City Clerk shall make any necessary changes to the LCP for internal consistency.

SECTION 8. Ordinance No. 15-0016 is hereby repealed and will have no force and effect upon the effective date of this Ordinance No. 17-0011.

SECTION 9. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

ADOPTED ON \_\_\_\_\_, 2017

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

DAVID LESSER  
Mayor

ATTEST:

---

LIZA TAMURA  
City Clerk

APPROVED AS TO FORM:

---

QUINN M. BARROW  
City Attorney



**Agenda Date:** 7/5/2017

---

**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Liza Tamura, City Clerk

Mark Leyman, Parks and Recreation Director

George Gabriel, Management Analyst

**SUBJECT:**

Accept Resignation for Library Commissioner Hustvedt, Declare Vacant Library Commission Seat No. 2 and Appoint (City Clerk Tamura).

**ACCEPT RESIGNATION, DECLARE VACANCY, AND APPOINT**

---

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Accept the resignation from Library Commissioner Hustvedt;
2. Declare Vacant Library Commission Seat No. 2 (Hustvedt); and
3. Appoint from the list of applicants interviewed on May 2, 2017.

**FISCAL IMPLICATIONS:**

There are no fiscal implications associated with the proposed recommendation. However, should the City Council consider Option 1, sufficient funds are available in the City Clerk's budget to conduct outreach efforts.

**BACKGROUND:**

The Library Commission consists of six members and serves in an advisory capacity to the City Council regarding library services provided by the Los Angeles County Library System to the citizens of Manhattan Beach. The Commission also acts as a liaison between the City and public/private community groups supportive of library services.

On June 14, 2017, Commissioner Hustvedt tendered his letter of resignation to the City; therefore, effectively leaving the Library Commission, Seat No. 2, Member-at-Large seat, vacant. Commissioner Hustvedt stated that he has accepted a job offer in New York City and has begun to move there along with his family.

**DISCUSSION:**

Per Ordinance No. 1975, if a vacant seat has more than 18 months remaining in its term, the new member would complete the original term and then seek reappointment via the regular procedures for the next three-year term.

As such, the new member appointed to this seat will complete the original term of office (expiring May 31, 2019) and then be eligible for reappointment to the succeeding three-year term from June 1, 2019 to May 31, 2022.

Upon City Council direction, the City Clerk's office historically declares vacancies and conducts public outreach for interested candidates to immediately fill vacant commission seats. However, staff is recommending that the City Council appoint from the list of interested candidates that participated in the most recent Annual Interview and Appointment Process on May 2, 2017. 11 individuals interviewed for the Library Commission and they are listed as follows:

Interested Applicants:

Six applicants that were not appointed to a Commission are currently eligible and maintain interest in appointment to the Library Commission:

- Janet Jones
- Tracey Windes
- Judith Bloom
- Chris Primm
- Dr. Cyrus Adami
- Mercedes Morton

Ineligible

Seat No. 2 is a member-at-large not available to students. Therefore, the applicants below are ineligible to serve on the Library Commission.

- Isabella Scalabrini (appointed to Library Commission)
- Olivia Tuffli (appointed to Parks and Recreation Commission)

Staff recommends that the City Council appoint from the eligible and interested list to fill the existing vacancy for Seat No. 2 on the Library Commission.

**POLICY ALTERNATIVE:**

**ALTERNATIVE #1:**

Upon City Council's approval to declare this seat vacant, the City Council can direct staff to conduct public outreach and advertise the vacant seat in the Beach Reporter, City Hall & Joslyn Community Center bulletin boards, the City's website, the City's social media channels and send an e-notification to website subscribers. Staff will then schedule interviews and agendize the appointment to this seat at a future City Council meeting.

**PROS:**

- Provide additional opportunity for the community to apply for this open seat.

**CONS:**

- Staff resources dedicated towards advertising vacancy and gathering applications.
- Duplicative efforts to advertise and appoint applicants from most recent list established through the Interview and Appointment Process on May 2, 2017.

**PUBLIC OUTREACH/INTEREST:**

If City Council direct the staff to conduct public outreach, a notice will be published in the Beach Reporter, City Hall bulletin boards, the City website Boards and Commissions page, the City social media channels, and an e-notification to website subscribers.

**LEGAL REVIEW**

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

**Attachment/Attachments:**

1. Marc Hustvedt Resignation Letter

RECEIVED

2017 JUN 15 PM 12: 02

CITY CLERK'S OFFICE  
MANHATTAN BEACH, CA

Marc R. Hustvedt  
1160 10th St.  
Manhattan Beach, CA 90266

June 14, 2017

City of Manhattan Beach & City Council  
1400 Highland Ave.  
Manhattan Beach, CA 90266

Dear City of Manhattan Beach & City Council:

It is with a heavy heart that I must submit my resignation from the Manhattan Beach Library Commission, as I have accepted a job offer in New York City and have begun moving my family out to me in New York.

I have deeply enjoyed my time serving on the Commission and working with City staff, residents, Library staff and my fellow Commissioners in helping lay out a very thoughtful work plan for how the Commission can truly best serve the community. Thank you for appointing me to this honor and I regret that life's sometimes unexpected adventures have taken me away before finishing out my term.

I am sad to depart but know that the community is in good hands and I look forward to following the work of the Commission from afar. My wife and I are still keeping ownership of our house in Manhattan Beach and will hopefully return at some point to rejoin the community.

I wish you all the best and thank you again for having me on Commission.

Sincerely,

DocuSigned by:

*Marc Hustvedt*

82F1A62A4E0C4C2...

Marc R. Hustvedt



**Agenda Date:** 7/5/2017

---

**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Robert Espinosa, Fire Chief

Scott Hafdell, Battalion Chief

Walberto Martin, Sr. Management Analyst

**SUBJECT:**

Resolution to Adopt the 2017 Emergency Operations Plan for Management of Large Scale Natural and Man-Made Disasters in the City of Manhattan Beach (Fire Chief Espinosa).

**ADOPT RESOLUTION NO. 17-0084 ESTABLISHING PROCEDURES FOR EMERGENCY MANAGEMENT OF LARGE DISASTERS**

---

**RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 17-0084, which adopts the revised Emergency Operations Plan (EOP) and authorizes the City Manager to amend and update the 2017 EOP as needed.

**FISCAL IMPLICATIONS:**

There are no fiscal implications associated with the adoption of this plan.

**BACKGROUND:**

The City of Manhattan Beach's EOP is a foundational document for emergency management for City staff, key partners, and the community. The EOP is not utilized for emergencies that can be managed solely using the City's first responders. Instead, the operational concepts described in the plan focus on large-scale natural or man-made disasters that require regional or state-wide resources when the City's resources are overwhelmed.

Revised EOPs are submitted to the state every five years for approval. Having a current and approved EOP qualifies the City for recovery costs when a local disaster is declared by the City Council. City of Manhattan Beach Ordinance No. 1259 created the City Disaster Council which includes the Mayor as the Chairman, City Manager is the Director of Emergency Services, Assistant Director of Emergency Services appointed by the Director, and Chiefs of

emergency services. It is the City's Disaster Council duty have the EOP reviewed, revised, and adopted by resolution by the City Council.

**DISCUSSION:**

The California Emergency Services Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency or State of War Emergency by the Governor and /or appropriate local authorities.

This plan is a preparedness document, designated to be read, understood, and exercised before an emergency. It would be the responsibility of the City's Director of Emergency Services to ensure that the emergency plans are in place and that the City is prepared to respond to large-scale emergencies.

The EOP contains information on the overall organizational and operational concepts relative to response and recovery, as well as an overview of potential hazards. The intended audience of the EOP is the City's decision makers and managers. The plan identifies natural and human-caused hazards that could result in significant impacts to business and social activities within the City. The EOP also identifies an emergency organization and action checklist for departments to manage vital resources and services during a response to a major emergency disaster.

Approval of the EOP by the State of California ensures that the City of Manhattan can apply for the minimum disaster assistance available from both the State and Federal Governments. Further adoption legitimizes the plan and authorizes departments and their staffs to execute their responsibilities.

**PUBLIC OUTREACH/INTEREST:**

Future planning will provide a methodical way to engage the whole community in thinking through the life cycle of a potential crisis, how to establish and determine required capabilities, and implement a framework for roles and responsibilities.

Outreach will be provided to the community on a continual basis throughout the year. Departments with emergency responsibilities are involved in a wide range of community outreach activities including presentations and street fairs. This plan encourages departments to utilize these community outreach opportunities to inform residents and business owners of the City's emergency procedures and personal preparedness techniques.

A copy of the updated Emergency Operations Plan is attached. The EOP was developed by a third party consulting firm, Constant and Associates, who has national recognition in pioneering methods in the development of plans, policies, guidelines, field operations and manuals for standard operating procedures. The adoption of the EOP will bring the City into compliance with all Federal, State, and Local requirements as stated by law.

**ENVIRONMENTAL REVIEW**

This Plan is not a project under the California Environmental Quality Act (CEQA).

**LEGAL REVIEW**

The City Attorney has reviewed and approved as to form Resolution No. 17-0084.

**Attachment/Attachments:**

1. Resolution No. 17-0084
2. Emergency Operations Plan (EOP) 2017

RESOLUTION NO. 17-0084

A RESOLUTION OF THE MANHATTAN BEACH CITY  
COUNCIL ADOPTING THE EMERGENCY OPERATIONS  
PLAN

SECTION 1. The City Council hereby makes the following findings:

WHEREAS, the preservation of life and property is an inherent responsibility of local, state and federal government; and

WHEREAS, the City has prepared this Emergency Operations Plan (EOP) to ensure the most effective and economical allocation of resources for the maximum benefit and protection of the civilian population in time of emergency; and

WHEREAS, while no plan can prevent death and destruction, good plans carried out by knowledgeable and well trained personnel can and will minimize losses; and

WHEREAS, the EOP establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts of the various emergency staff and service elements utilizing the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) and the objective of the EOP is to incorporate and coordinate all the facilities and personnel of the City into an efficient organization capable of responding to any emergency; and

WHEREAS, this Emergency Operations Plan is an extension of the California Emergency Plan and it will be reviewed and exercised periodically and revised as necessary to meet changing conditions; and

WHEREAS, the Manhattan Beach City Council gives its full support to this Emergency Operations Plan and urges all officials, employees and citizens, individually and collectively, to do their share in the total emergency effort of the City; and

WHEREAS, adoption of the EOP constitutes the adoption of the Standardized Emergency Management System, the National Incident Management System and the Incident Command System by the City.

NOW, THEREFORE, MANHATTAN BEACH CITY COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1. The 2017 Emergency Operations Plan attached hereto is hereby adopted. A copy of said plan is on file in the office of the City Clerk.

SECTION 2. SECTION 2. All emergency plans previously adopted by the City of Manhattan Beach are hereby rescinded.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED on July 5, 2017.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

DAVID LESSER  
Mayor

ATTEST:

---

LIZA TAMURA  
City Clerk



# CITY OF MANHATTAN BEACH

## EMERGENCY OPERATIONS PLAN



Last Updated: January 2017



## CITY COUNCIL LETTER OF APPROVAL/ADOPTION

EOP RESOLUTION NO. \_\_\_\_\_

WHEREAS, the preservation of life and property is an inherent responsibility of local, state and federal government;

WHEREAS, the City has prepared this Emergency Operations Plan (EOP) to ensure the most effective and economical allocation of resources for the maximum benefit and protection of the civilian population in time of emergency;

WHEREAS, while no plan can prevent death and destruction, good plans carried out by knowledgeable and well trained personnel can and will minimize losses;

WHEREAS, this plan establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts of the various emergency staff and service elements utilizing the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) and the objective of this plan is to incorporate and coordinate all the facilities and personnel of the City into an efficient organization capable of responding to any emergency;

WHEREAS, this Emergency Operations Plan is an extension of the California Emergency Plan and it will be reviewed and exercised periodically and revised as necessary to meet changing conditions; and

WHEREAS, the City Council of the City of Manhattan Beach gives its full support to this Emergency Operations Plan and urges all officials, employees and citizens, individually and collectively, to do their share in the total emergency effort of the City.



Concurrence of this promulgation letter constitutes the adoption of the Standardized Emergency Management System, the National Incident Management System and the Incident Command System by the City. This EOP will become effective on adoption by the City Council;

NOW, THEREFORE, I, \_\_\_\_\_, Mayor of the City of Manhattan Beach, by the virtue of the authority vested in me by the Constitution and Laws of the State of California, do hereby accept the Emergency Operations Plan as the directive for establishing an emergency organization.

\_\_\_\_\_  
Mayor  
City of Manhattan Beach

## TABLE OF CONTENTS

CITY COUNCIL LETTER OF APPROVAL/ADOPTION .....	2
TABLE OF CONTENTS.....	3
APPROVAL AND IMPLEMENTATION.....	6
Foreword	6
Plan Approval and Implementation	8
Plan Modifications	8
SIGNED CONCURRENCE BY DEPARTMENTS .....	9
RECORD OF CHANGES .....	11
DISTRIBUTION LIST .....	12
Figure 1: EOP Distribution List	12
PURPOSE, SCOPE, SITUATION, AND ASSUMPTIONS.....	14





Purpose	14
Scope	14
Situation Overview	15
Figure 2: Critical Priority Risk Index	16
Planning Assumptions	12
CONCEPT OF OPERATIONS.....	13
.....	
General	18
Operational Priorities	18
Operational Strategies	18
Emergency Management Phases	14
EOP Activation	24
Standardized Emergency Management Systems (SEMS) and National Incident Management Systems (NIMS)	24
SEMS Functions	28
Figure 3: SEMS Functions	28
Continuity of Government	29
Emergency Declarations	30
Public Information	32
ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.....	34
General	34
Organization	34
Figure 4: City of Manhattan Beach Emergency Organization Matrix and Primary Department Assignments	34
Organization Roles and Responsibilities	36
DIRECTION, CONTROL, AND COORDINATION.....	43
EOC Coordination	43
Mutual Aid	44
Figure 5: State Mutual Aid Region Map	44
Figure 6: Discipline Specific Mutual Aid Systems	47
Figure 7: Flow of Requests and Resources	49



INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION .....	51
Preliminary Reports	51
Situation Reports	52
Flash Reports	52
COMMUNICATIONS .....	53
Alert and Warning Mechanisms	53
ADMINISTRATION, FINANCE AND LOGISTICS .....	54
Administration	54
Finance	38
Logistics	39
PLAN DEVELOPMENT AND MAINTENANCE.....	58
Plan Development	58
Plan Maintenance	59
TRAINING AND EXERCISES.....	60
AUTHORITIES AND REFERENCES.....	61
Authorities	61
References	62
APPENDICES .....	64
APPENDIX A: Glossary and Acronyms	64
APPENDIX B: Legal Documents	105
HAZARD SPECIFIC ANNEXES.....	140
Annex 1: Earthquake	140
Figure 8: Manhattan Beach Fault Map	146
Annex 2: Tsunami	147
Figure 9: City of Manhattan Beach Potential Tsunami Inundation & Evacuation Zone	107
Annex 3: Adverse Weather	153



## APPROVAL AND IMPLEMENTATION

### Foreword

This Emergency Operations Plan (EOP) addresses the City of Manhattan Beach' s planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies. The plan does not address normal day-to-day emergencies or the well-established and routine procedures used in coping with such emergencies. Instead, the operational concepts reflected in this plan focus on potential large-scale disasters, which can generate unique situations requiring unusual emergency responses. Such disasters pose major threats to life, the environment and property and can impact the well being of large numbers of people.

This plan integrates regulations pertaining to California' s Standardized Emergency Management System (SEMS), while meeting the requirements of the concepts and principles established in federal National Incident Management System (NIMS) regulations, including Homeland Security Presidential Directive 8 (HSPD-8) and the National Response Framework (NRF).

This EOP:

- Assigns responsibilities to organizations and individuals for carrying out specific actions that exceed routine responsibilities during an emergency
- Sets forth lines of authority and organizational relationships, and shows how these actions will be coordinated
- Describes how all community members, including unaccompanied minors, individuals with disabilities and others with access and functional needs, and individuals with limited English proficiency are protected
- Describes how property and other assets are protected
- Identifies personnel, equipment, facilities, supplies, and other resources available within the jurisdiction or by agreement with other jurisdictions
- Reconciles requirements with other jurisdictions, including Los Angeles County and the State of California



The City of Manhattan Beach created the Emergency Operations Plan founded on the principles and concepts of the Incident Command System (ICS) within SEMS. The SEMS and the NIMS are compatible systems, and the City of Manhattan Beach recognizes and utilizes SEMS/NIMS as a basis for the ICS structure. The SEMS/NIMS create a standard incident management system that is scalable and modular, and can be used in incidents of any size/complexity. These functional areas include command, operations, planning, logistics and finance/administration. The SEMS/NIMS incorporate such principles as Unified Command (UC) and Area Command (AC), ensuring further coordination for incidents involving multiple jurisdictions or agencies at any level of government.

This plan is designed to be read, understood, and exercised prior to an emergency. It provides the planning bases for hazard identification, hazard mitigation, disaster preparedness, emergency response, and recovery efforts. The Plan creates a uniform structure for emergency management and is intended primarily for (1) City Management Staff, (2) City Employees, (3) Federal, State and County Governments, (4) Special Districts who serve the residents of the City of Manhattan Beach, and (5) Private and volunteer organizations involved in emergencies.



### **Plan Approval and Implementation**

This plan will be reviewed by all departments/agencies assigned a primary function in the Emergency Responsibilities Matrix (EOC Manual - Management Section). Upon completion of review and written concurrence by these departments/agencies, the plan will be submitted to the City Council for review and approval. Upon concurrence by the City Council, the plan will be officially adopted and promulgated.

City departments identified in this plan will develop and maintain current Standard Operating Procedures (Department SOPs), which will detail how their assigned responsibilities will be performed to support implementation of this Emergency Operations Plan.

### **Plan Modifications**

Upon the delegation of authority from the Emergency Services Coordinator, specific modifications can be made to this plan without the signature of the City Council. This 2015 Emergency Operations Plan and its Hazard Specific Annexes supersedes all previous versions of the City of Manhattan Beach Emergency Operations Plan.



**SIGNED CONCURRENCE BY DEPARTMENTS**

Each Department Head whose department has responsibilities under the EOP has reviewed and approved the plan, as documented below:

HAVING REVIEWED THE FOREGOING CITY OF MANHATTAN BEACH EMERGENCY OPERATIONS PLAN AND APPROVED SAME, I HERETO SET MY SIGNATURE.

\_\_\_\_\_  
Finance, Director

\_\_\_\_\_  
Community Development Department, Director

\_\_\_\_\_  
City Clerk' s Office, City Clerk

\_\_\_\_\_  
City Manager' s Office, City Manager

\_\_\_\_\_  
Parks and Recreation Department, Director

\_\_\_\_\_  
Fire Department, Fire Chief

\_\_\_\_\_  
Police Department, Police Chief

\_\_\_\_\_  
Public Works Department, Manager

\_\_\_\_\_

City of Manhattan Beach  
Emergency Operations Plan



GIS, Director

---

Purchasing Department, Manager

---

Human Resources Department, Director

---

Information Systems, Director



## RECORD OF CHANGES

Record changes to the Emergency Operations Plan on this page, as directed by the Emergency Management Coordinator. The Emergency Management Coordinator will maintain the official copy.

DATE	SECTION	PAGE(S)	PERSON MAKING CHANGE	DESCRIPTION





## DISTRIBUTION LIST

The Basic Plan, Appendices, and Annexes have been distributed as shown below. Future changes or revisions will be distributed by the Emergency Services Coordinator.

Figure 1: EOP Distribution List

LOCATION	# OF COPIES
<b>INTERNAL DEPARTMENTS</b>	
City Council/Mayor	5
<b>CITY MANAGER'S OFFICE</b>	
City Manager	1
Assistant to the City Manager	1
Public Information Officer	1
<b>CITY ATTORNEY'S OFFICE</b>	
City Attorney	1
<b>CITY CLERK</b>	
City Clerk	1
<b>PARKS AND RECREATION DEPARTMENT</b>	
Director	1
<b>PUBLIC WORKS DEPARTMENT</b>	
Director	1
City Engineer	1
<b>FIRE DEPARTMENT</b>	
Fire Chief	1
Battalion Chiefs	2
Emergency Services Coordinator	1
Emergency Operations Center Copies	1
<b>COMMUNITY DEVELOPMENT DEPARTMENT</b>	
Director	1
<b>POLICE DEPARTMENT</b>	
Police Chief	1
Captains	2
Watch Commander's Office	1
<b>FINANCE DEPARTMENT</b>	
Director	1
<b>HUMAN RESOURCES</b>	
Director	1
<b>INFORMATION TECHNOLOGY</b>	
Director	1
<b>EXTERNAL AGENCIES</b>	
State Office of Emergency Services (Regional Office – Los Alamitos)	1

City of Manhattan Beach  
Emergency Operations Plan



Los Angeles County Operational Area Office of Emergency Services	1
DMAC – Area G	1



## PURPOSE, SCOPE, SITUATION, AND ASSUMPTIONS

### Purpose

The Basic Plan addresses the City of Manhattan Beach's planned response to emergencies associated with natural, human-made and technological disasters. The plan provides an overview of operational concepts, identifies components of the City's emergency management organization within the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), and describes the overall responsibilities of the federal, state and county entities and the City for protecting life and property and assuring the overall wellbeing of the population.

### Plan Organization

The plan is organized into three elements included within the document, as well as companion documents which are incorporated into the EOP by reference:

- **Basic Plan.** The Basic Plan contains information on the overall organizational and operational concepts relative to response and recovery, as well as an overview of potential hazards. The intended audience of the Basic Plan is the City's decision makers and managers.
- **Appendices.** The Appendices provide supplemental reference information.
- **Hazard Specific Annexes.** Separate Hazard Specific Annexes provide detailed information and procedures for responding to specific hazards.
- **EOC Manual (under separate cover).** The EOC Manual contains descriptions of the emergency response organization and emergency action checklists. The intended audience of the EOC Manual is the EOC staff. The EOC Manual – Appendix contains the reference materials identified in the EOC Manual.

### Scope

The Emergency Operations Plan has been designed to serve the growing needs of the City of Manhattan Beach. As the population continues to increase and with it, vulnerability to hazards, it's important that the EOP be flexible enough to use in all emergencies. This plan not only meets that need but will also increase the effectiveness and efficiency of the community's response and short-term recovery activities.



### **Relationship to Other Plans**

This EOP is supplemented by the Local Hazard Mitigation Plan (LHMP) which details the natural and human-caused hazards facing the City, and identifies specific mitigation measures to reduce the adverse impacts of hazards should they occur.

### **Situation Overview**

This section describes the city and a number of potential hazards that could affect the City of Manhattan Beach upon their occurrence, which would warrant the activation of this plan.

### **Community Profile**

The City of Manhattan Beach is located in southwest Los Angeles County. The City consists of 3.88 square miles. The City was incorporated on December 12, 1912. The City is governed by a five member City Council. The office of the Mayor of Manhattan Beach rotates every nine months among the members of the City Council, so each City Council member serves one term. Day-to-day management is conducted by the City Manager. The City maintains its own Police and Fire Departments.

### **Geography and Natural Features**

Manhattan Beach is a small coastal city on the Pacific coast, bounded on the north by El Segundo, on the south by Hermosa Beach, on the east by Redondo Beach and Hawthorne. Manhattan Beach is one of the three Beach Cities in the South Bay area of Los Angeles County. Manhattan Beach benefits from ocean breezes that provide clean air and summer temperatures that are cooler than the inland regions of Southern California.

### **Demographics**

As of 2010 the population of the City was 35,135, according to the 2010 US Census. The racial makeup of Manhattan Beach was 84.5% White (79.3% Non-Hispanic White), 0.8% Black or African American, 0.2% Native American, 8.6% Asian, 0.1% Pacific Islander, 1.2% from other races, and 4.6% from two or more races. Hispanic or Latino of any race was 6.9%.

### **Threats and Hazards**



The City is subject to both natural and human-caused hazards, as well as industrial accidents from an adjacent oil refinery, proximity to LAX, and major transportation routes. The table below depicts the Critical Priority Index for each identified hazard facing the community.

Figure 2: Critical Priority Risk Index

HAZARD	PROBABILITY		MAGNITUDE/SEVERITY		WARNING TIME		DURATION		Weighted Total
	Score	Weight (45%)	Score	Weight (30%)	Score	Weight (15%)	Score	Weight (10%)	
Earthquake	3	1.35	4	1.2	4	0.6	1	0.1	3.25
Flooding	3	1.35	3	0.9	3	0.45	3	0.3	3.00
Landslide	3	1.35	2	0.6	4	0.6	1	0.1	2.65
Tsunami	2	0.90	3	0.9	4	0.6	1	0.1	2.50
Windstorm	1	0.20	2	0.6	2	0.3	2	0.2	1.30
Drought	1	0.20	2	0.6	2	0.3	4	0.4	1.50
Other Hazard Terrorism	1	0.20	2	0.6	4	0.6	1	0.1	1.50
Other Hazard Hazardous	1	0.20	2	0.6	4	0.6	1	0.1	1.50
Other Hazard Urban Fire	1	0.20	2	0.6	4	0.6	1	0.1	1.50
<b>CPRI Total</b>	<b>16</b>	<b>5.95</b>	<b>22</b>	<b>6.6</b>	<b>31</b>	<b>4.65</b>	<b>15</b>	<b>1.5</b>	<b>18.7</b>



## Planning Assumptions

Certain assumptions were used during the development of this plan. These assumptions are associated with emergency management operations in preparation for, response to, and recovery from major emergencies/disasters. The assumptions provide context, requirements, and situational realities that must be addressed in plan development and emergency operations. The following assumption apply to this plan:

- The City of Manhattan Beach is primarily responsible for emergency actions and will commit all available resources to save lives, minimize injury to persons and minimize damage to property.
- The City of Manhattan Beach will utilize SEMS/NIMS/ICS in emergency response operations.
- The City will use the Incident Command System (ICS) at all incidents.
- Battalion Chief Hafdell will coordinate the City's disaster response in conformance with Emergency Services Ordinance No. 1259.
- The City of Manhattan Beach will participate in the Los Angeles County Operational Area.
- The resources of the City of Manhattan Beach will be made available to local agencies and citizens to cope with disasters affecting this area.
- The City will commit its resources to a reasonable degree before requesting mutual aid assistance.

Mutual Aid assistance will be requested when disaster relief requirements exceed the City's ability to meet them.



## CONCEPT OF OPERATIONS

### General

Operations during all types of emergencies involve a full spectrum of activities from a minor incident and to a major earthquake. Some emergencies will be preceded by a build-up or warning period, providing sufficient time to warn the population and implement mitigation measures designed to reduce loss of life and property damage. Other emergencies occur with little or no advance warning, thus requiring immediate activation of the emergency operations plan and commitment of resources. All agencies must be prepared to respond promptly and effectively to any foreseeable emergency, including the provision and utilization of mutual aid.

### Operational Priorities

Operational priorities govern resource allocation and the response strategies for the City of Manhattan Beach during an emergency. Below are operational priorities addressed in this plan:

- **Save Lives** – The preservation of life is the top priority of emergency managers and first responders and takes precedence over all other considerations.
- **Protect Health and Safety** – Measures should be taken to mitigate the impact of the emergency on public health and safety.
- **Protect Property** – All feasible efforts must be made to protect public and private property and resources, including critical infrastructure, from damage during and after an emergency.
- **Preserve the Environment** – All possible efforts must be made to preserve California' s environment and protect it from damage during an emergency.

### Operational Strategies

To meet the operational goals, emergency responders will consider the following strategies:

- **Mitigate hazards** – As soon as practical, suppress, reduce or eliminate hazards and/or risks to persons and property during the disaster response. Lessen the actual or potential effects and/or consequences of future emergencies.



- **Meet Basic Human Needs** – All possible efforts must be made to supply resources to meet basic human needs, including food, water, shelter, medical treatment and security during the emergency. Afterwards provisions will be made for temporary housing, general needs assistance, and support for re-establishing employment after the emergency passes.
- **Address Needs of People with Disabilities and others with Access and Functional Needs** – People with access and functional needs are more vulnerable to harm during and after an emergency. The needs of people with access and functional needs must be considered and addressed.
- **Restore Essential Services** – Power, water, sanitation, transportation and other essential services must be restored as rapidly as possible to assist communities in returning to normal daily activities.
- **Support Community and Economic Recovery** – All members of the community must collaborate to ensure recovery operations are conducted efficiently and effectively, promoting expeditious recovery to the affected areas.

## Emergency Management Phases

Emergency management activities during peacetime and national security emergencies are often associated with the five emergency management phases indicated below. However, not every disaster necessarily includes all indicated phases.

### Prevention

The prevention phase includes actions taken to avoid an incident or to intervene and stop an incident from occurring. This involves actions taken to protect lives and property. It also involves applying intelligence and other information to a range of activities that may include such countermeasures as:

- Deterrence operations
- Heightened inspections
- Improved surveillance





- Interconnections of health and disease prevention among people, domestic animals and wildlife

### Preparedness

The preparedness phase involves activities taken in advance of an emergency. These activities develop operational capabilities and effective responses to a disaster. These actions might include mitigation activities, emergency/disaster planning, training and exercises and public education. City Departments identified in this plan as having either a primary or support mission relative to response and recovery should prepare Standard Operating Procedures (SOP), Emergency Operations Plans (EOP) and checklists detailing personnel assignments, policies, notification rosters, and resource lists. Personnel should be acquainted with these SOPs and checklists through periodic training in the activation and execution procedures.

The receipt of a warning or the observation that an emergency situation is imminent or likely to occur soon will initiate increased readiness actions. Actions to be accomplished include, but are not necessarily limited to:

- Review EOP, SOPs, and resources listings
- Disseminate accurate and timely emergency public information
- Accelerate training of permanent and auxiliary staff
- Inspect critical facilities
- Recruit additional staff and Disaster Services Workers, as needed
- Mobilize of resources
- Test warning and communications systems

### Response

The response phase includes *initial response* and *extended response* activities. During this phase, the priority is to save lives and to minimize the effects of the emergency or disaster. The City' s *initial response* activities are primarily performed at the field response level. Emphasis is placed on minimizing the effects of the emergency or disaster. Field responders



will use the Incident Command System (ICS). Some examples of initial response activities include:

- Brief the City Manager, key officials or employees on the situation
- Disseminate warnings, emergency public information, and instructions to the citizens of the city
- Conduct evacuations and/or rescue operations
- Care for displaced persons and treat the injured
- Conduct initial damage assessments and surveys
- Assess the need for mutual aid assistance
- Restrict movement of traffic and people
- Establish Unified Command(s)
- Coordinate with state and federal agencies working in the field
- Develop and implement Incident Action Plans

The City' s *extended response* activities are conducted in the field and at the City of Manhattan Beach Emergency Operations Center (EOC). Extended emergency operations involve the coordination and management of personnel and resources to mitigate an emergency and facilitate the transition to recovery operations. Examples of extended response activities include:

- Preparation of detailed damage and safety assessments
- Operation of mass care facilities
- Procure required resources to sustain operations
- Document situation status
- Protect, control, and allocate resources
- Restore vital utility services
- Document expenditures
- Develop and implement Action Plans for extended operations
- Disseminate emergency public information
- Declare a local emergency
- Request a gubernatorial and/or federal declaration, if required



- Prioritize resource allocations
- Inter/multiagency coordination

### Recovery

Recovery is the phase of Emergency Management designed to bring the community back to "normal" following a disaster. Recovery includes physical (restoration of homes, businesses, and infrastructure); economic (business recovery, return to employment, recovery of financial losses); and community well-being (return to normal civic life.) The Recovery Phase in the City is led by the Finance Department, with significant assistance from Community Development, Public Works and other City departments.

Following a declared disaster, the State Governor's Office of Emergency Services (OES) Director will bring together representatives of federal, state, county, and city agencies, as well as representatives of the American Red Cross, to coordinate the implementation of assistance programs and establishment of support priorities. Disaster Application Centers (DACs) may also be established, providing a "one-stop" service to initiate the process of receiving federal, state and local recovery assistance.



The recovery period has major objectives, which may overlap, including:

- Reinstatement of family autonomy
- Provision of essential public services
- Permanent restoration of private and public property
- Identification of residual hazards
- Plans to mitigate future hazards
- Recovery of costs associated with response and recovery efforts
- Schools
- Businesses
- Infrastructure



## Mitigation

Mitigation efforts occur both before and following disaster events. Post-disaster mitigation is part of the recovery process. Eliminating or reducing the impact of hazards that exist within the City and are a threat to life and property are part of the mitigation efforts. The City's Local Hazard Mitigation Plan (LHMP) provides details and guidance for the City's mitigation strategies.

## EOP Activation

The City of Manhattan Beach Emergency Operations Plan will be activated under any of the following conditions:

- On the order of the official designated by the City of Manhattan Beach's Ordinance No. 1259, provided that the existence or threatened existence of a Local Emergency has been proclaimed in accordance with the ordinance. (Ordinance No. 104 defines "emergency" as the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as fire, flood, wind, or earthquake).
- When the Governor has proclaimed a State of Emergency in an area including this jurisdiction.
- Automatically on the proclamation of a State of War Emergency as defined in California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code).
- A Presidential declaration of a National Emergency.
- Automatically on receipt of an attack warning or the observation of a nuclear detonation.

Upon activation of the EOP the Designated Official shall notify, or cause to be notified the following:

- The Mayor and members of the City Council
- The City Manager
- The Chief of Police



- The Fire Chief
- Department Heads of all City departments with EOP responsibilities
- The Operational Area Emergency Operations Center

Notifications should include the following information, at a minimum:

- Reason for activation
- Time of activation
- Summary of emergency actions already taken, planned, or in progress
- City resources deployed
- Expected duration of emergency (if known)
- Whether outside resources may be needed. (NOTE: this is a situational awareness conversation, not an official Mutual Aid Request. Mutual Aid requests must be made through appropriate SEMS procedures.)

### **Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS)**

Both SEMS and NIMS recognize local jurisdictions are the first line of response for emergency preparedness and response. As stated in the National Response Framework (NRF):

“The responsibility for responding to incidents, both natural and manmade, begins at the local level with individuals and public officials in the county, city or town affected by the incident.”

Therefore response is organized in a tiered fashion, starting with the local jurisdiction, supported by county, regional, state and national resources as required. The following section describe the tiered SEMS organization levels:

#### **Local Government**

Local governments include cities, counties, and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. Local governments are required to use SEMS and NIMS when their emergency



operations center is activated or a local emergency is declared or proclaimed in order to be eligible for state funding of response-related personnel costs.

### Operational Area

Under SEMS, the Operational Area is defined in the Emergency Services Act as an intermediate level of the state's emergency services organization consisting of a county and all political subdivisions within the county area. Political subdivisions include cities, a city and county, counties, district or other local governmental agency, or public agency as authorized by law. The operational area is responsible for:

- Coordinating information, resources and priorities among local governments within the operational area.
- Coordinating information, resources and priorities between the regional level and the local government level.
- Using multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities.

SEMS regulations specify that all local governments within a county geographic area be organized into a single operational area and the County Board of Supervisors is responsible for its establishment. The County of Los Angeles is the lead agency for the Los Angeles County Operational Area, which includes the City of Manhattan Beach.

The Operational Area will be the focal point for information transfer and support requests by cities within the County. The Operational Area staff will submit all requests for support that cannot be obtained within the County, and other relevant information, to the OES Southern Region EOC (REOC). The County of Los Angeles EOC will fulfill the role of Operational Area EOC.

### Region

Because of its size and geography, the state has been divided into six mutual aid regions. The purpose of a mutual aid region is to provide for the more effective application



and coordination of mutual aid and other emergency related activities. The regional level manages and coordinates information and resources among operational areas within the mutual aid region and also between the operational areas and the state level. The regional level also coordinates overall state agency support for emergency response activities within the region.





### State

The state level of SEMS and NIMS manages state resources in response to the emergency needs of the other levels and coordinates mutual aid among the mutual aid regions and between the regional level and state level. The state level also serves as the coordination and communication link between the state and the federal disaster response system.

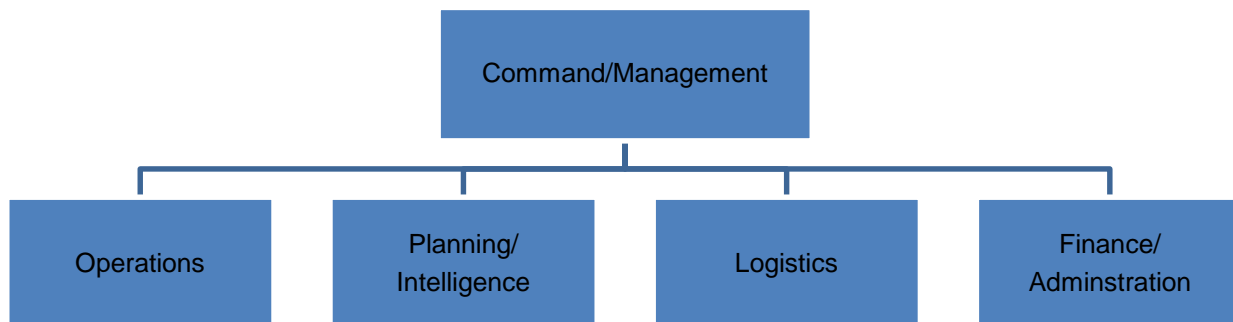
### Federal

Though not a defined level within SEMS, the Federal Emergency Management Agency (FEMA) serves as the main federal government contact during emergencies, major disasters and national security emergencies.

### SEMS Functions

SEMS requires that every emergency response involving multiple jurisdictions or multiple agencies include the five functions identified below. These functions must be applied at each level of the SEMS organization.

Figure 3: SEMS Functions



### Command/Management

Command is responsible for the directing, ordering, and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the SEMS EOC levels.

### Operations



The Operations Section is responsible for coordinating and supporting all jurisdictional operations in support of the response to the emergency. At the Field Level, the Operations Section is responsible for the coordinated tactical response directly applicable to, or in support of the objectives in accordance with the Incident Action Plan (IAP). In the EOC, the Operations Section Coordinator manages functional coordinators who share information and decisions about discipline-specific operations.

### **Logistics**

Logistics is responsible for providing facilities, services, personnel, equipment and materials in support of the emergency. Unified ordering takes place through the Logistics Section Ordering Managers to ensure control and accountability over resource requests. As needed, Unit Coordinators are appointed to address the needs for communications, food, medical, supplies, facilities and ground support.

### **Planning/Intelligence**

Planning/Intelligence is responsible for the collection, evaluation and dissemination of operational information related to the incident for the preparation and documentation of the IAP at the Field Level or the AP at an EOC. Planning/Intelligence also maintains information on the current and forecasted situation and on the status of resources assigned to the emergency or the EOC. As needed, Unit Coordinators are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems (GIS) priorities, compile and maintain documentation, conduct advance planning, manage technical specialists and coordinate demobilization.

### **Finance/Administration**

Finance/Administration is responsible for all financial and cost analysis aspects of the emergency and for any administrative aspects not handled by the other functions. As needed, Unit Leaders are appointed to record time for incident or EOC personnel and hired equipment, coordinate procurement activities, process claims and track costs.

### **Continuity of Government**

A major disaster or national security emergency could result in the death or injury of key government officials and/or the partial or complete destruction of established seats of



government, and public and private records essential to continued operations of government. Government at all levels is responsible for providing continuity of effective leadership, authority and adequate direction

of emergency and recovery operations. The California Government Code Section 8643(b) and the Constitution of California provide the authority for state and local government to reconstitute itself in the event incumbents are unable to serve. EOC Manual - Management Section provides complete details on the Continuity of Government Program in California.

### Emergency Declarations

As necessary, the Emergency Operations Center (EOC) will be activated and EOC staff will convene to evaluate the situation and make recommendations for a possible Local Declaration. There are four types of emergency declarations possible. They are:

#### Local Declaration

A Local Declaration will usually be proclaimed for large-scale emergencies or disasters threatening the safety of the persons and property within the City of Manhattan Beach. Typically, EOC staff will discuss the emergency situation. If warranted, Ordinance No. 1259 authorizes the City Manager or City Council to issue a Local Declaration. The City Council must formally ratify the declaration within seven days. The Proclamation of a Local Declaration provides the City of Manhattan Beach with legal authority to:

- Request the governor proclaim a State of Emergency.
- Issue or suspend orders and regulations necessary to provide the protection of life and property, including issuing orders or regulations imposing a curfew.
- Exercise full power to request mutual aid from state agencies and other jurisdictions.
- Require the emergency services of any Manhattan Beach official or employee.
- Obtain vital supplies and equipment and, if required, immediately commandeer the same for public use.
- Impose penalties for violation of lawful orders.



- Conduct emergency operations without incurring legal liability for performance, or failure of performance per Article 17 of the Emergency Services Act.

### **State of Emergency**

A State of Emergency may be proclaimed by the Governor when a City or County declares an emergency. The Governor may also declare a State of Emergency when conditions of disaster

or extreme peril exist, which threaten the safety of persons and property within the state. Whenever the Governor declares a State of Emergency the following will apply:

- Mutual aid shall be rendered as needed.
- The Governor shall have the right to exercise all police powers vested in the State by the Constitution and the laws of the State of California within the designated area.
- The Governor may suspend orders, rules, or regulations of any state agency and any regulatory statute or statute prescribing the procedure for conducting state business.
- The Governor may commandeer or make use of any private property or personnel (other than media) in carrying out the responsibilities of his office.
- The Governor may promulgate, issue and enforce orders and regulations deemed necessary.

### **State of War Emergency**

Whenever the Governor proclaims a State of War Emergency, or if a State of War Emergency exists, all provisions associated with a State of Emergency apply, plus:

- All state agencies and political subdivisions are required to comply with the lawful orders and regulations of the Governor which are made or given within the limits of his authority as provided for in the California Emergency Services Act.

### **Presidential Declaration**

If an emergency is beyond the ability of local and state government to manage effectively, the Governor will request federal assistance. The Federal Emergency Management Agency (FEMA) evaluates the request and recommends an action to the White House based on the disaster, the local community, and the state's ability to recover.



The President approves the request for federal disaster funding or FEMA informs the governor it has been denied. This decision process could take a few hours or several weeks depending on the nature of the disaster. Following a Presidential Declaration, federal assistance is available to supplement the efforts and resources of state and local governments to alleviate public and private sector damage and loss.

### **Public Information**

The public's response to any emergency is based on an understanding of the nature of the emergency, the potential hazards, the likely response of emergency services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Public awareness and education prior to any emergency are crucial to successful public information efforts during and after the emergency. The pre-disaster awareness and education programs must be viewed as equal in importance to all other preparations for emergencies and receive an adequate level of planning. These programs must be coordinated among local, state and federal officials to ensure their contribution to emergency preparedness and response operations.

### **Community Outreach**

Throughout the year, the departments with emergency responsibilities are involved in a wide range of community outreach activities including presentations and street fairs. This plan encourages departments to utilize these community outreach opportunities to inform residents and business owners of the City's emergency procedures and personal preparedness techniques.

### **Manhattan Beach Disaster Web Information**

The City maximizes use of its website to provide the public with disaster related public education materials and emergency public information. In the future emergency public information could possible include specific locations of hazmat incidents, fires, earthquakes, road closures, shelter/aid stations, and other relevant incident information. In addition, links could provide incident summaries, up-to-the-minute announcements, shelter information,



press notifications, a family reunification search, City requests for donations that might be necessary during an emergency, and emergency preparedness tips.

In addition to the website, the City's main telephone line is 310-802-5000. This landline access provides an excellent means for providing real-time information to the public. In addition to web and telephone access, disaster information will be available through KNX 1070AM (radio channel).

Procedures for Emergency Public Information are addressed in EOC Manual - Management Section.

### **Community Emergency Response Team (CERT)**

The Manhattan Beach Community Emergency Response Team Association (MBCERTA) is an all-volunteer, non-profit organization created to enhance disaster preparedness and emergency response for the citizens of Manhattan Beach. MBCERTA accomplishes this through participation in community awareness events, various training programs and drills, and by providing volunteer support to the Manhattan Beach Fire and Police Departments when a disaster strikes or upon activation by the Manhattan Beach Fire or Police Departments in the event of an emergency. MBCERTA also trains and drills with other CERT organizations in the South Bay.



## ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

### General

All participating agencies and response organizations will have various roles and responsibilities throughout an emergency. Therefore, it is critical the local command structure be established to support response and recovery efforts and maintain a significant amount of flexibility to expand and/or contract as the situation evolves. Typical duties may also change depending on the severity and size of the incident(s) and the availability of local resources. Because of this, it is also important to develop and maintain depth within the command structure and response organizations.

The City of Manhattan Beach conducts all emergency management functions in accordance with SEMS and NIMS. During an emergency, the City has the responsibility to manage and coordinate the overall emergency response and recovery activities. The Emergency Services Coordinator along with each Department is responsible for ensuring critical staff are identified and trained at a level enabling effective execution of existing response policies, plans, and procedures.

### Organization

In the event of an EOC activation, each city department and selected allied agency are assigned specific functions to support emergency management operations. These assignments may involve direct participation within the EOC or provide indirect support. See the Emergency Organization Matrix on the following page for Primary (P) and Support (S) roles for each department or agency.

Figure 4: City of Manhattan Beach Emergency Organization Matrix and Primary Department Assignments

Position	Finance	GIS	Community Development	City Clerk	City Manager's Office	Parks & Recreation	Fire	Police	Public Works	Information Systems	Human Resources	Purchasing
<b>MANAGEMENT SECTION</b>					P							



Position	Finance	GIS	Community Development	City Clerk	City Manager's Office	Parks & Recreation	Fire	Police	Public Works	Information Systems	Human Resources	Purchasing
EOC DIRECTOR					P, S							
PUBLIC INFORMATION OFFICER					P, S			P				
LIAISON OFFICER	S			P								
SAFETY OFFICER								S	P			
SECURITY OFFICER						S		P				
EOC COORDINATOR							P	S				
<b>OPERATIONS SECTION</b>												
OPERATIONS SECTION CHIEF							S	P	S			
FIRE & RESCUE							P	S				
LAW ENFORCEMENT							S	P				
CONSTRUCTION & ENGINEERING			S							P		
HEALTH & WELFARE					S	P						
<b>PLANNING &amp; INTELLIGENCE SECTION</b>												
PLANNING & INTELLIGENCE SECTION CHIEF			P					S				
SITUATION ANALYSIS			P						S			
MAPPING		P, S										
DOCUMENTATION	S		P			S				S	S	
ADVANCE PLANNING			P				S	S				
DEMOBILIZATION			P									
TECHNICAL SPECIALIST (as needed)												
<b>LOGISTICS SECTION</b>												





Position	Finance	GIS	Community Development	City Clerk	City Manager's Office	Parks & Recreation	Fire	Police	Public Works	Information Systems	Human Resources	Purchasing
LOGISTICS SECTION CHIEF										P	S	S
RESOURCE TRACKING	P										S	
INFORMATION & COMMUNICATIONS SYSTEM										P, S		
TRANSPORTATION						P, S						
PERSONNEL			S								P	
SUPPLY & PROCUREMENT	S											P
FACILITIES						P			S			
<b>FINANCE &amp; ADMINISTRATION SECTION</b>												
FINANCE & ADMINISTRATION SECTION CHIEF	P			S								
RECOVERY	P							P				
TIME KEEPING	P											
PURCHASING	P											
COMPENSATION & CLAIMS											P	
COST ACCOUNTING	P											

### Organization Roles and Responsibilities

Roles and responsibilities of individual city departments, other levels of government, private sector, nongovernmental organizations and individuals and households are described below to further clarify the City' s emergency management structure:

#### Manhattan Beach

#### City Council



- Communicate with other Elected Officials
- Consult with and assist in making important decisions with the Director of Emergency Services that might affect overall policy direction
- Assist with the dissemination of public information
- Proclaim the existence of a local emergency

#### Office of City Manager

- Staff EOC Director position
- Staff EOC Public Information Officer position
- Liaison with City Council
- Organizing, staffing, and operating the EOC
- Operating communications and warning systems
- Providing information and guidance to the public
- Maintaining information on the status of resources, services, and operations
- Directing overall operations
- Obtaining support for the City of Manhattan Beach and providing support to other jurisdictions as needed
- Identifying and analyzing potential hazards and recommending appropriate countermeasures
- Collecting, evaluating, and disseminating damage assessment and other essential information
- Providing status and other reports to the Los Angeles County Operational Area via the Emergency Services Coordinator

#### City Clerk

- Staff EOC Liaison Officer position
- Provide for a secure and safe place for all vital records of the City
- Must be present at City Council meetings and is responsible for recording the minutes
- Assist with the Local Emergency Proclamation and Resolution process

#### Fire

- Staff EOC Coordinator position
- Staff Fire and Rescue Branch



- Respond to all types of fires, including structure, vegetation, and those involving vehicles or aircraft
- Assist with medical aids from injuries or medical conditions
- Respond to all types of hazardous materials spills, exposures, and releases
- Assist with rescues such as swift water, steep terrain, vehicle collisions, confined spaces, and structural collapses
- Identify the need and request for mutual aid

### Police

- Staff EOC Security Officer position
- Staff EOC Operations Section Chief position
- Staff EOC Law Enforcement Branch
- Maintain law and order of the community
- Protect lives, property and the environment
- Conduct and supervise evacuations
- Provide force protection for fire and other responders
- Access and perimeter control
- Identify the need and request for mutual aid

### Public Works

- Staff EOC Safety Officer Position
- Staff EOC Operations Section Chief position
- Staff EOC Construction and Engineering Branch
- Take protective measure to minimize damage to private and public facilities and infrastructure
- Perform infrastructure and building damage assessments
- Perform/arrange for emergency repair of critical infrastructure
- Perform/arrange for debris management

### Community Development

- Staff EOC Planning/Intelligence Section Chief
- Staff EOC Situation and Analysis Unit
- Staff EOC Documentation Unit



- Staff EOC Advance Planning Unit
- Staff EOC Demobilization Unit
- Assist with the infrastructure and building damage assessments
- Assist with the review and permit process for the repair or replacement of damaged structures, both public and private

### Information Technology

- Staff EOC Mapping Unit
- Provide mapping capabilities to support emergency operations in the EOC and field
- Staff EOC Information and Communications System Unit
- Support computer and phone equipment needs and services in the EOC and field

### Parks and Recreation

- Staff EOC Health and Welfare Branch
- Staff EOC Transportation Unit
- Staff EOC Facilities Unit
- Coordinate with American Red Cross to establish and operate emergency shelters
- Assist in any transportation needs to the shelters

### Human Resources

- Staff EOC Personnel Unit
- Staff EOC Compensation and Claims Unit
- Process claims for injuries to emergency responders including volunteer disaster service workers
- Act as liaison with contracted third party administrator for workers compensation and risk liability

### Finance

- Staff EOC Logistics Chief position
- Staff EOC Finance Chief position
- Staff EOC Resource Tracking Unit
- Staff EOC Recovery Unit
- Staff EOC Time Keeping Unit



- Staff EOC Purchasing Unit
- Staff EOC Cost Accounting Unit
- Manage timekeeping records for the EOC and field
- Staff EOC Supply and Procurement Unit
- Oversee the procurement and allocation of supplies and materials not normally proved through mutual aid channels
- Coordinate recovery efforts
- Maintain cost records
- Maintain list(s) of suppliers for emergency procurements
- Track resource deployment
- Prepare FEMA and State reimbursement paperwork

### **Outside Agencies**

#### Los Angeles County Disaster Management (DMA) Area G

The City of Manhattan Beach is located in Disaster Management Area "G" along with thirteen (13) other cities in the South Bay. Los Angeles County is divided into eight (8) DMAs, with a Coordinator assigned to each. The Coordinator provides information and assistance to the cities in the DMA, as well as acts as liaison to County, state and Federal agencies.

#### Los Angeles County Department of Public Health

The Los Angeles County Department of Public Health is the Public Health agency for the City of Manhattan Beach. The Los Angeles County Public Health Officer is responsible for coordinating the response to pandemics, disease outbreaks, and biological terrorist incidents.

#### Los Angeles County Fire Department

The Los Angeles County Fire Department is designated as the Administering Agency for hazardous materials for the City of Manhattan Beach as required by Chapter 6.95 of the Health and Safety Code. This Emergency Operations Plan complies with and relies on the City's hazardous materials response plan as required by NRT1-A.

### **Private Sector**



Private sector organizations play a key role before, during, and after an emergency. First, they must provide for the welfare and protection of their employees in the workplace. In addition, the City must work seamlessly with businesses that provide water, power, communication networks, transportation, medical care, security, and numerous other services upon which both response and recovery are particularly dependent.

### **Nongovernmental Organizations**

Nongovernmental organizations (NGOs) play extremely important roles before, during, and after an emergency. For the City of Manhattan Beach, NGOs such as the American Red Cross provide sheltering, emergency food supplies, counseling services, and other vital services to support response and promote the recovery of disaster victims. NGOs collaborate with responders, governments at all levels, and other agencies and organizations. The City has an agreement with the American Red Cross South Bay District to open and operate shelters in the event of an emergency or disaster that requires the evacuation of residents from an area of the City.

### **Individuals and Households**

Although not formally a part of the City's emergency operations, individuals and households play an important role in the overall emergency management strategy. Community members can contribute by:

- Reducing hazards in their homes
- Preparing emergency supply kits and household emergency plans
- Monitoring emergency communications carefully
- Volunteering with established organizations
- Enrolling in emergency response training courses

### **Persons with Disabilities and others with Access and Functional Needs**

The City of Manhattan Beach, valuing its diverse population and attending to all community needs, strives to comply with the Americans with Disability Act (ADA). This need became evident after significant challenges surfaced following the 1989 Loma Prieta Earthquake and the 1994 Northridge Earthquake. The City must ensure that disaster planning,



response, and recovery takes into consideration the citizens highlighted in the Americans with Disability Act.

To ensure inclusive disaster planning, the City of Manhattan Beach trains members of public safety divisions in cultural sensitivity. This training ensures that these employees are aware of the special needs of community members. The training provided by the Risk Management Department also ensures that employees understand the diversity within the disability community and the limitations placed on disabled citizens inappropriately by unfriendly community facilities and programs. To further strengthen disaster planning, emergency management will work with the public education division to ensure proper outreach to disability-focused agencies for cooperation, involvement, and insight.

After a disaster strikes, response to citizens-in-need will be initiated without prejudice. However, ample opportunity for exclusion may surface when providing disabled citizens with critical needs such as shelter and important recovery information. The City will therefore depend and coordinate with the American Red Cross. According to the 1996 Statement of Operational Relationship between the California Department of Social Services and the American Red Cross, the Red Cross will make every effort possible to select shelter sites that are accessible for citizens with disabilities and work to include compensatory equipment in their shelter design. Furthermore, the American Red Cross will provide disabled shelter residents with appropriate literature and, through the use of their human relations liaisons, they will ensure the needs of their clients are being met in accordance with the ADA. The City of Manhattan Beach will work closely with the American Red Cross, California Department of Social Services, County of Los Angeles Department of Public Social Services, and the California Department of Rehabilitation to ensure that other response and recovery needs such as food, transportation, and communication are appropriately addressed.

The National Response Framework (NRF) recognizes that effective emergency management must involve the whole community; private sector, non-governmental agencies, and individual citizens, in conjunction with the participation of local, county and state governments.



## DIRECTION, CONTROL, AND COORDINATION

### EOC Coordination

#### EOC Activation

Generally the City' s EOC will be activated to coordinate the City' s response to natural, human-caused or technological incidents/disasters. EOC Operations will be conducted in accordance with procedures documented in the Manhattan Beach Emergency Operations Center Manual.

#### Coordination of Field Operations

During EOC activation, field operations will be conducted by various departments in accordance with their assigned EOP responsibilities and departmental Standard Operating Procedures (SOPs) and/or departmental Emergency Operations Plans. During field operations units will maintain active communications with the EOC directly, or via their applicable Department Operations Center (DOC).

#### Coordination with Los Angeles County Operational Area

During an emergency, the Emergency Services Coordinator or designee will establish and maintain communications between the Manhattan Beach EOC and the Los Angeles County Operational Area EOC, by the Operational Area Response and Recovery System (OARRS); by passing information through the South Bay Sheriff' s station; by ham radio via the Disaster Communications System (DCS); phone, or radio.

#### Disaster Management Area G Coordination

Direct coordination/communications may be conducted with neighboring jurisdictions and special districts, as well as with other jurisdictions within Disaster Management Area G with whom the City has established relationships.

#### EOC Deactivation

Deactivation occurs based on incident status and may occur through a gradual decrease in staffing or all at once, in accordance with procedures detailed in the EOC Manual. The Los Angeles Operational Area EOC, if activated, or the Los Angeles County Office of Emergency Management (OEM) must be notified when the Manhattan Beach EOC is deactivated.





### **EOC Primary and Alternate Location**

The City' s primary EOC is located at the Fire Department Headquarters, 400 15th Street, Manhattan Beach, CA 90266. The Public Works Department' s Operations Center (DOC), located at 3621 Bell Avenue, Manhattan Beach, CA 90266, serves as the alternate EOC.

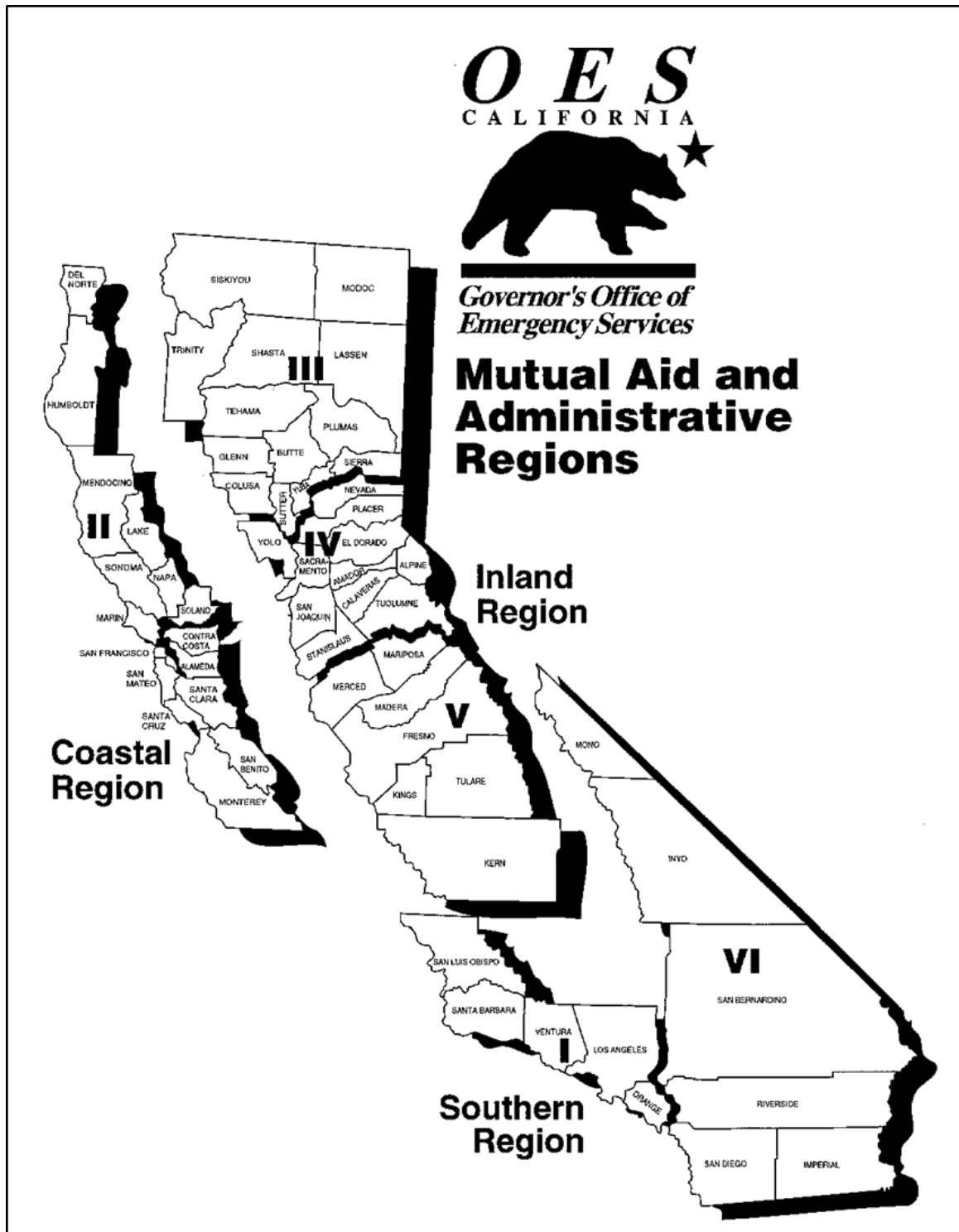
### **Mutual Aid**

California participates in a statewide mutual aid system that is designed to ensure additional resources are provided to jurisdictions whenever their own resources are exhausted. The basis for the system is the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA). The agreement obligates each signatory entity to provide aid to each other during an emergency without expectation of reimbursement. Under specific conditions, federal and state monies may be appropriated to reimburse public agencies that aid other jurisdictions. If other agreements, memoranda and contracts are used to provide assistance for consideration, the terms of those documents may affect disaster assistance eligibility and local entities may only be reimbursed if funds are available.

### **Mutual Aid Regions and Systems**

To facilitate the coordination and flow of mutual aid and other emergency operations, the State is divided into six Mutual Aid Regions. The City of Manhattan Beach is located in Region I.

Figure 5: State Mutual Aid Region Map





There are four approved, formal Mutual Aid Systems in California. Those systems are:

- Fire and Rescue
- Law Enforcement
- Coroner
- Emergency Management (resources not covered by the other three systems)

Other informal mutual aid involves, but is not limited to the interchange of:

- Public Information
- Medical and Health
- Communications
- Transportation Services
- Facilities
- Hazardous Materials Mutual Aid System
- Public Works
- Volunteer and Private Agencies

### **Mutual Aid Coordination**

Formal mutual aid requests will follow specified procedures and are processed through pre-identified mutual aid coordinators. Mutual aid requests will follow discipline-specific chains (e.g., fire, law enforcement, emergency manager, etc.) from one level of government to the next. The mutual aid coordinator receives the mutual aid request and coordinates the provision of resources from within the coordinator's geographic area of responsibility. In the event resources are unavailable at one level of government, the request is forwarded to the next higher level of government to be filled.

- **Field Level Requests:** Requests for MMAA resources originate from the Field Level and are managed by the Incident Commander (IC). If the IC is unable to obtain the resource through existing local channels, the request is elevated to the next successive government level until obtained or cancelled.
- **Local Government Request:** Local jurisdictions are responsible for the protection of life and property within the municipal geographic boundaries. The local jurisdiction



where the incident occurred should assess its resource inventory and existing local agreements to determine if the requested resource is available. When locally committed resources are exhausted and mutual aid is needed, the local official will request assistance from the OA Mutual Aid Coordinator.

- **Operational Area Requests:** The OA is a composite of its political subdivisions, (i.e. municipalities, contract cities, special districts and county agencies). The OA Mutual Aid Coordinator assesses the availability of resources within the OA and fulfills the resource request based upon that assessment. In the event resources are unavailable at the OA level, the request is forwarded to the responsible Regional Mutual Aid Coordinator to be filled.
- **Region Level Requests:** The state is geographically divided into six Mutual Aid Regions. For Law Enforcement Mutual Aid, Region I is divided into two sub-regions. Each Mutual Aid Region is comprised of multiple Operational Areas and has a Regional Mutual Aid Coordinator. The Regional Mutual Aid Coordinator is granted the authority to coordinate the mutual aid response of discipline-specific resources within the Region to support a mutual aid request by a jurisdiction also within the Region. In the event resources are unavailable at the Region level, the request is forwarded to the State Mutual Aid Coordinator to be filled.
- **State Level Requests:** On behalf of the Governor, the Secretary of Cal OES has the responsibility for coordination of state mutual aid resources in support of local jurisdictions during times of emergency. The Secretary will analyze and coordinate the request by forwarding the request to an unaffected REOC or tasking an appropriate state agency to fill the need.

The Figure 6: **Discipline Specific Mutual Aid Systems** documents the flow of information, resource requests and resources with specific mutual aid agreements relative to the SEMS organization levels.

The Figure 7: **Flow of Requests and Resources** depicts the resource management process for the state under SEMS. In this model, the affected local government has the ability to access all stakeholders at all levels of the system.

Figure 6: Discipline Specific Mutual Aid Systems

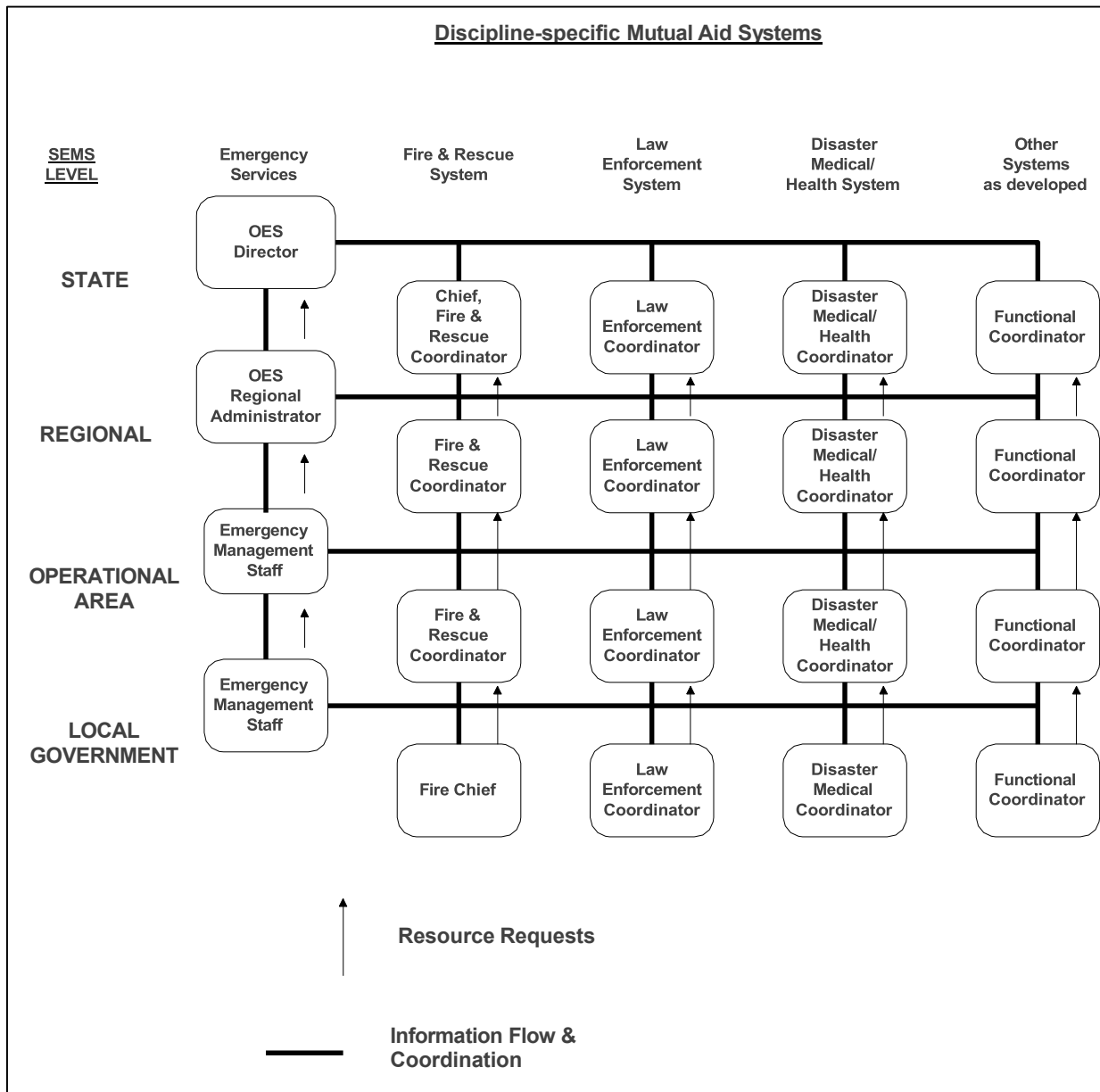
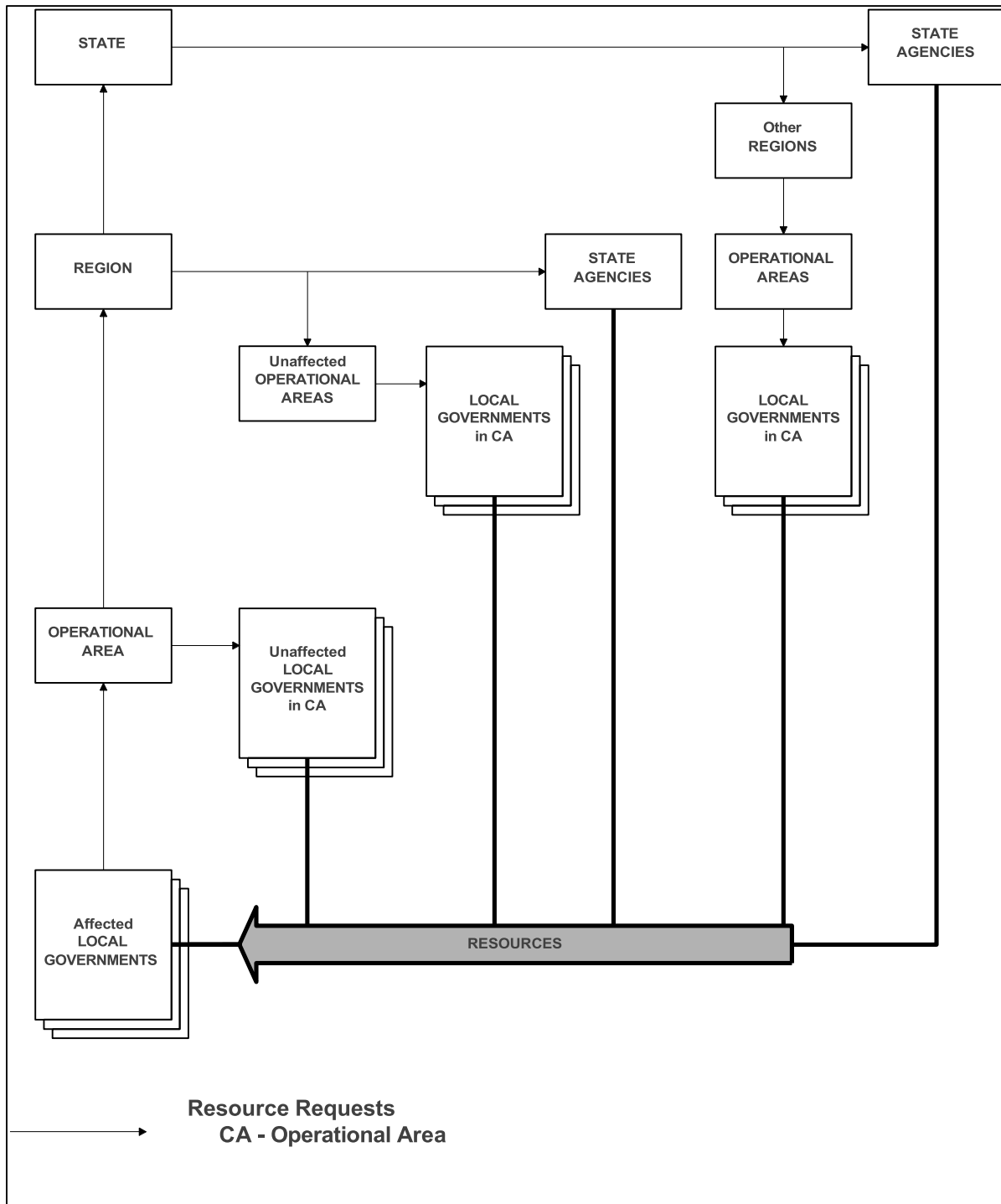




Figure 7: Flow of Requests and Resources





### **Interstate Mutual Aid**

Mutual aid may also be obtained from other states. California is a member of the interstate Emergency Management Assistance Compact (EMAC), a congressionally ratified organization that provides form, structure and procedures for rendering emergency assistance between states. After a state of emergency declaration, California can request and receive reimbursable assistance through EMAC for other member states quickly and efficiently without issues of liability. The Secretary of Cal OES and the states' EMAC Coordinator are responsible for facilitating requests for assistance pursuant to EMAC.

### **Volunteer and Private Mutual Aid**

A significant component of our mutual aid system is through volunteer and private agencies. These include agencies such as the American Red Cross (ARC) and Salvation Army who mobilize to provide assistance with mass care and sheltering. During these large-scale incidents, these agencies will typically provide a representative to the Manhattan Beach EOC.

Many private agencies, churches, non-profits and other organizations offer to provide their assistance during emergencies. If needed, the City may request the agency to provide a liaison to the EOC to help facilitate and coordinate mutual aid.

### **Federal Assistance**

When resources are not available within the state or through existing agreements with other states, California may request assistance from the federal government. Requests for federal assistance during an emergency will be coordinated through the State Operations Center (SOC).

### **Requests for Mutual Aid**

When local resources are exhausted and additional resources are required, resource requests (mission tasking) will follow an established process for ordering, tracking, mobilizing and demobilizing. For discipline-specific requests see the Mutual Aid section of this document. All other resource requests will go through Los Angeles County OEM. Resource requests for equipment, personnel or technical assistance not available to the County will be coordinated with the REOC then with the SOC. Once the request is coordinated, approved, and resources deployed, the Resource Tracking Unit, in coordination with the Operations' Branches, is responsible for tracking the resources.



For the City of Manhattan Beach, the EOC Director will initiate Mutual Aid requests. Mutual Aid requests will be prepared by the EOC Logistics Section using ICS 213 Resource Request Form and submitted to the Operational Area EOC per SEMS requirements. The City of Manhattan Beach will make mutual aid requests through the Los Angeles County Operational Area via OARRS (primary), telephone or Operational Area Radio 1.

Resource ordering: All resource requests must include the following:

- Clearly describe the current situation
- Describe the requested resources
- Specify the type or nature of the service the resource(s) will provide
- Provide delivery location with a common map reference
- Provide local contact at delivery location with primary and secondary means of contact
- Provide the name of the requesting agency and/or OA Coordinator contact person
- Indicate time frame needed and an estimate of duration
- Resource requests involving personnel and/or equipment with operators will need to indicate if logistical support is required, (e.g., food, shelter, fuel and reasonable maintenance)

## INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION

The Manhattan Beach EOC is responsible for gathering timely, accurate, accessible and consistent intelligence during an Emergency. The flow of reporting should occur as:

- **Field:** Field reports should be disseminated to the EOC.
- **EOC:** The EOC will summarize reports received from the field, Department Operation Centers (DOCs) and other reporting disciplines, and send to the Operational Area (OA) EOC.
- **OA EOC:** The OA EOC will summarize reports received from responsible local EOCs, county field units, county DOCs and other reporting disciplines, and forward to the Cal OES Regional Emergency Operations Center (REOC).

### Preliminary Reports





Preliminary Reports are used during the first two (2) hours of an emergency to provide an initial picture of the scope and magnitude of the current situation.

### **Situation Reports**

Situation Reports are brief narratives that present a concise picture of the emergency situation and are prepared for a specific time period. At the beginning of an emergency response, the EOC management and planning staff will determine appropriate times for submitting data and issuing Situation Reports. The Situation Report is intended for use after the first two (2) hours of an emergency and can be updated as requested or needed.

### **Flash Reports**

Flash Reports are used for transmitting critical, time-sensitive information apart from the regularly scheduled Preliminary Reports or Situation Reports. For example, a Flash Report would be used to report an impending dam failure or a receipt of a Federal Declaration of a Major Disaster.



## COMMUNICATIONS

In coordination with established public safety warning protocols, the Manhattan Beach EOC will manage the dissemination of timely and suitable warnings to the threatened population in the most effective and possible manner. Warning information will be issued as quickly as a threat is detected. Typically, warnings will be issued during flash flooding events, major hazardous material incidents, public health emergencies, fast-moving fires, severe weather conditions, and potential acts of violence. Warnings may also be issued whenever a threat is perceived and the potential for assuring public safety is possible through rapid alerting.

### Alert and Warning Mechanisms

Depending upon the threat and time availability, the EOC will initiate alerts and warnings utilizing any of the following methods:

- Emergency Alert System (EAS)
- Alert LA County
- 211 LA County (through Los Angeles County)
- NIXLE
- Facebook
- Twitter
- KNX 1070AM
- Manhattan Beach Website



## ADMINISTRATION, FINANCE AND LOGISTICS

### Administration

The administration function manages all administrative, financial, and cost analysis aspects of the incident. Initially, this work may be done in the EOC, but after the EOC is deactivated the activities can also be conducted from the city department locations.

### Documentation

During EOC activation, the administration function during an event is a support role and requires proper and accurate documentation of all actions taken. This function coordinates with other sections in the EOC and/or departments to collect the necessary documentation pertaining to the incident for cost recovery purposes. This function also acts as a liaison with other disaster assistant agencies and coordinates the recovery of costs as allowed by law. The documentation gathered must be maintained and becomes official record of the event in order to pass an audit. Accurate and timely documentation is essential to financial recovery for the city.

### Damage Assessment

Damage assessment is the process of identifying and quantifying damages that occur as a result of an incident. The objective of the damage assessment is to provide situational awareness to the EOC about the state of critical and essential functions to help facilitate the move from response into recovery. It also facilitates the decision to appropriately direct resources and teams. Additionally, the damage assessment results are used as the initial basis to justify or determine state or federal assistance. Damage assessment is conducted in two phases outlined below:

- **Initial Damage Assessment (IDA)** – This assessment begins immediately after the incident occurs and helps to determine life safety issues, identify hardest hit areas, and to estimate the damaged infrastructure within the jurisdiction. The initial damage assessment determines whether more detailed damage assessments are necessary and identifies certain areas where continued efforts should be concentrated.
- **Preliminary Damage Assessment (PDA)** – This assessment is done to verify the initial damage assessment (especially for state/federal assistance). A FEMA/State team will



usually visit local jurisdictions and view their damage first-hand to assess the scope of damage and estimate repair costs. The assessment also identifies any unmet needs that may require immediate attention.

### **After Action Reporting**

SEMS and NIMS protocols require any city, city and county, or county declaring a local emergency for which the Governor proclaims a State of Emergency, to complete and transmit an After-Action Report (AAR) to Cal OES with ninety days of the close of the incident period.

The AAR will serve as a documented source for the City of Manhattan Beach' s emergency response during that incident. It will also be utilized to develop a work plan for implementing improvements. The AAR will include an overview of the indent, including attachments, and will address specific assessments of the functions during the response.

The Emergency Services Coordinator, with assistance from the Finance Department is responsible for the completion and distribution of the AAR to Los Angeles County OEM and Cal OES within the required ninety-day timeframe.

### **Finance**

The City of Manhattan Beach may be reimbursed from insurance, state and/or federal sources for disaster-related expenses. Accurate record keeping will assist the recovery process for the said expenses after an incident.

### **Eligible Expenses**

Eligible costs are extraordinary costs incurred while providing emergency services required by the direct impact of a declared disaster and which service was the responsibility of the applicant agency. Eligible costs are generally considered to be the net costs over and above any increased revenue or subsidy for the emergency service. Ineligible expenses include costs for standby personnel and/or equipment and lost revenue.

### **Recordkeeping Requirements**

State and federal governments require detailed information to support claims for reimbursement. Funding will be approved or denied based upon the information supplied



by applicant agencies. Documentation supporting all costs claimed will be required, and all information must relate back to the original source records. The following guidelines should be followed when documenting disaster-related reimbursable expenses:

- Costs and revenues associated with emergency operations should be segregated from normal operation expenses.
- Separate records should be maintained for each vehicle and piece of heavy equipment used for emergency operations.
- Vehicle and equipment documentation should include the miles and/or hours operated by location and by operator.
- Vehicle operating expenses should include fuel, tires, tubes, and maintenance.
- Labor costs should be compiled separate from vehicle and/or equipment expenses.
- Equipment documentation should include exactly where the equipment was used and for what; hours and minutes used; and the name of the equipment operator if applicable.
- Revenues and subsidies for emergency operations must be subtracted from any costs claimed.
- Requisitions, purchase orders, and invoices must be maintained for all supplies, materials and equipment expenses claimed.
- Cost for supplies and materials must include documentation of exactly where resources were used and for what purpose.
- All non-competitive procurements must be justified.

Expenditure tracking should commence in any occurrence of an incident that requires expense of labor, equipment used, materials, and other expenses. The Incident Commander(s), EOC Director and EOC staff are responsible for maintaining written records of all disaster-related personnel overtime, requests for supplies, equipment and contract personnel, and receipts for emergency purchases of supplies, equipment and other disaster-related expense. The City will activate a special



coding

for emergency expenditure tracking which is used for both labor and equipment.

The Finance Section will compile reports, including total expenditures by category. The Finance Section Chief will submit a summary report on total costs to the EOC Director as requested.

This information will be used for state and federal disaster assistance applications. The expenditure data and documentation is vital to state and federal agencies for requesting financial assistance during and after the incident.

### **Logistics**

The Logistics Section provides facilities, services, resources and other support services both to agencies responding to the emergency, and to meet internal EOC operating requirements.



## PLAN DEVELOPMENT AND MAINTENANCE

### Plan Development

This Emergency Operations Plan supersedes the previous plan, adopted February 2, 2009. It was developed under the direction of City of Manhattan Beach Fire Department Battalion Chief Scott Hafdell, Emergency Services Coordinator for the City of Manhattan Beach, with the assistance of Battalion Chief Frank Chiella.

Development of the EOP was overseen by the City' s Emergency Preparedness Committee, consisting of:

Name	Agency/Organization
Idris Al-Oboudi	Parks & Recreation
Jan Buike	Parks & Recreation
George Butts	CERT
Frank Chiella	Fire Department
Scott Combs	Police Department
Leilani Emnace	Information Technology
Gwen Eng	Finance Department
Scott Hafdell	Fire Department
Andy Harrod	Police Department
Ron McFarland	Building & Safety
Janna Payne	Human Resources
Tatyana Peltekova	Management Services
Jeffrey Robinson	Area G DMAC
Raul Saenz	Public Works
Bonnie Shrewsbury	Information Technology
Liza Tamura	Management Services
Christine Tomikawa	Human Resources



## Plan Maintenance

The City of Manhattan Beach Fire Department Battalion Chief designated as the City' s Emergency Services Coordinator is responsible for maintaining the Plan. The Plan will be reviewed every three years to ensure that plan elements are valid and current. Each responsible department or agency will review and upgrade its portion of the plan and/or modify its SOP as required based on identified deficiencies experienced in drills, exercises or actual occurrences. Changes in government structure and emergency response organizations will also be considered in the plan revisions. The Emergency Management Coordinator is responsible for distribution of Plan revisions in accordance with Figure 1: EOP Distribution List.





## TRAINING AND EXERCISES

The City's Emergency Services Coordinator (Manhattan Beach Fire Department Battalion Chief) is responsible for coordination and scheduling of training and exercising of this plan. The City of Manhattan Beach's Emergency Management Organization will conduct regular exercises of this plan to train all necessary City staff in the proper response to disaster situations.

An exercise is a simulation of a series of emergencies for identified hazards affecting the City. During these exercises, emergency response organizations are required to respond as though a real emergency had occurred. The public will be made aware of these exercises through normal media communications.

The plan will be evaluated through actual use, trainings, and exercises. The results of the evaluations will be gathered and reviewed by the Emergency Services Coordinator. The Coordinator is responsible for making revisions to the Emergency Operations Plan that will enhance the conduct of response and recovery operations. The Coordinator will prepare, coordinate, publish and distribute any necessary changes to the plan to all City departments and other agencies as shown on the Distribution List on page 10. The Coordinator will also review documents that provide the legal basis for emergency planning to ensure conformance to SEMS/NIMS requirements and modify as necessary.

The appropriate SEMS/NIMS/ICS training, e.g. IS-100 Basic Incident Command System and IS-700 National Incident Management System, or the equivalent, will be provided to all responders, commensurate with individual responsibilities. Exercises will be conducted utilizing the concepts and principles of the SEMS/NIMS.



## AUTHORITIES AND REFERENCES

### Authorities

#### Federal

- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended)
- Federal Civil Defense Act of 1950 (Public Law 920), as amended
- Homeland Security Presidential Directive 5, Management of Domestic Incidents, February 28, 2003
- Homeland Security Presidential Directive 8, National Preparedness, December 17, 2003
- The Code of Federal Regulations, Title 44, Chapter 1, Federal Emergency Management Agency, October 1, 2007

#### State

- California Emergency Services Act (CA government Code Section 8550 et. seq.)
- California Disaster Assistance Act (CA government Code Section 8680 et. seq.)
- California Code of Regulations Title 19, (Standardized Emergency Management System)
- California Civil Code, Chapter 9, Section 1799.102 – Good Samaritan Liability
- California Disaster and Civil Defense Master Mutual Aid Agreement

#### Local

- Emergency Services Ordinance adopted by the City Council (Ordinance No. 1259, November 16, 1971)
- Resolution adopting the Master Mutual Aid Agreement (Resolution No. 4986)
- Resolution adopting Public Works Mutual Aid Agreement with Los Angeles County (Resolution No. 4690)
- Resolution adopting Workmen's Compensation Benefits for Disaster Service Work (Resolution No. 3479)
- Resolution adopting Workers' Compensation Benefits to Reserve/Volunteer Police Officers and City Volunteers (Resolution No. 5137)
- Adoption of Multi-Functional Disaster Plan (Minutes dated February 4, 1992)



## References

### Federal

- National Incident Management System (NIMS)
- National Response Framework, as revised
- Department of Homeland Security Comprehensive Preparedness Guide (CPG) 101

### State

- California State Emergency Plan, July 2009 edition
- Standardized Emergency Management System (SEMS)
- California Disaster Assistance Act (CDAA)
- Continuity of Government in California (Article IV, Section 21 of the State Constitution)
- California Law Enforcement Mutual Aid Plan
- California Fire Service and Rescue Emergency Mutual Aid Plan



**Local**

- Los Angeles County Operational Area Emergency Response Plan
- City of Manhattan Beach City Charter



## APPENDICES

### APPENDIX A: Glossary and Acronyms

#### Glossary

#### A

##### **Action Plan**

The plan prepared in the EOC containing the emergency response objectives of that SEMS level reflecting overall priorities and supporting activities for a designated period. The plan is shared with supporting agencies. Also see Incident Action Plan.

##### **Aerial Surveys**

An aerial assessment of the damaged area. Information gathered includes the level and extent of damage, as well as identifying potentially hazardous areas for further on-site inspection.

##### **Agency Representative**

An individual assigned to an incident or to an EOC from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident or at the EOC. Agency Representatives report to the Liaison Officer at the incident or to the Liaison Coordinator at SEMS EOC levels.

##### **Alquist-Priolo Special Study Zone**

Area within which special studies are required prior to building structures for human occupancy.

##### **American Red Cross**

A quasi-governmental volunteer agency that provides disaster relief to individuals and families. Major responsibilities include providing lodging, food, clothing, and registration and inquiry service.

##### **Annex**

A sub or supporting plan which deals with a specific function performed during a disaster, the organizational resources available, and the concept of operations used.



### **Area Command**

An organization established in the Field to: (1) oversee the management of multiple incidents that are each being handled by an Incident Command System organization or (2) to oversee the management of a very large incident that has multiple Incident Management Teams assigned to it. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources based on priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed.

### **Attachment**

Supporting material related to a plan or annex used to elaborate or provide additional detail.

### **Attack (Nuclear or Conventional)**

Any hostile action taken against the United States which results in destruction of military or civilian targets through use of nuclear or conventional weapons.

### **Avoidance**

Measures taken, including relocation of persons and prohibition of construction, in areas susceptible to risk.

## **B**

### **Base**

The location at an incident at which primary logistics functions for an incident are coordinated and administered. There is only one Base per incident. (Incident name or other designator will be added to the term "Base.") The Incident Command Post may be co-located with the Base.

### **Branch**

The organizational level at the SEMS EOC or Field Level having functional or geographic responsibility for major parts of incident operations. The Branch level is organizationally between Section and Division/Group in the Operations Section, and between Section and Units in the Logistics Section. Branches are identified by the use of Roman Numerals or by functional name (e.g., medical, security, etc.).



## C

### **Cache**

A pre-determined complement of tools, equipment, and/or supplies stored in a designated location, available for incident use.

### **California Emergency Council**

The official advisory body to the Governor on all matters pertaining to statewide emergency preparedness.

### **Camp**

A geographical site, within the general incident area, separate from the Incident Base, equipped and staffed to provide sleeping, food, water, and sanitary services to incident personnel.

### **Care and Shelter**

A phase of operations that meets the food, clothing, and shelter needs of people on a mass care basis. Parks and Recreation have primary responsibility for this function.

### **Casualty Collection Point (CCP)**

Sites pre-designated by county officials for the congregation, triage, austere medical treatment, relatively long-term holding, and evacuation of casualties following a major disaster.

### **Community Emergency Response Team (CERT)**

CERT volunteers who complete eight classes, totaling 32 hours in: Disaster Preparedness, First Aid, CPR, Fire Extinguisher Use, Search & Rescue, Care & Shelter, Communications, Damage Assessment, Security Issues, and Command Post Operations. They are trained to lead all emergent volunteers. They will care for: (1) their families and homes, (2) their neighborhood, school, and/or business, and (3) report to the City to assist others.

### **Chain of Command**

A series of management positions in order of authority.



### **Check-in**

The process whereby resources first report to an incident or into an EOC. EOC check-in typically takes place in the Logistics Section.

### **Checklist**

A list of actions taken by an element of the emergency organization in response to a particular event or situation.

### **Civil Air Patrol**

A civilian auxiliary of the United States Air Force, which provides personnel, services, and equipment for, specified missions in support of state and local emergency operations.

### **Civil Disorder**

Any incident intended to disrupt community affairs that requires police intervention to maintain public safety, including riots and mass demonstrations as well as terrorist attacks.

### **Compacts**

Formal working agreements among agencies to obtain mutual aid.

### **Complex**

Two or more individual incidents located in the same general area which are assigned to a single Incident Commander or to a Unified Command.

### **Comprehensive Emergency Management**

The responsibility and ability of government to manage all types of emergencies and disasters. A comprehensive emergency management system coordinates the actions of numerous agencies, and includes four phases of emergency activity:

- a) Mitigation – pre-event planning and actions which aim to lessen the effects of potential disasters.
- b) Preparedness – those activities which governments, organizations, and individuals develop to save lives and minimize damage.
- c) Response – those actions taken to save life, protect health and property, and minimize damage to the environment.





- d) Recovery – short and long-term activities which improve or return all systems to normal.

### **Concept of Operations**

A general notion of how disasters progress and how agencies may plan their response. In this Plan, it is supposed that disasters progress through identifiable phases and that certain responses are appropriate during each of these phases.

### **Construction Practices**

Codes, standards, and specifications that apply to repairs, alterations, or new construction of a facility or structure.

### **Contamination**

Deposits of radioactive or other toxic materials that occur on the surfaces of structures, areas, objects, people' s bodies, flora, and fauna.

### **Contingency Plan**

A sub or supporting plan which deals with one specific type of emergency, its probable effect on the jurisdiction, and the actions necessary to offset these effects.

## **D**

### **Dam Failure**

Partial or complete collapse of a dam causing downstream flooding.

### **Decontamination/Contamination Control Radioactive Materials.**

The reduction or removal of radioactive material from a structure, area, person, or object. A surface may be treated, washed down, or swept to remove the contamination. Contamination can also be controlled by isolating the area or object contaminated, and letting the material stand. Decontamination consists of removing contaminants or changing their chemical nature to innocuous substances.



### **Demobilization Unit**

Functional unit within the Planning Section responsible for assuring orderly, safe, and efficient demobilization of incident or EOC assigned resources.

### **Destructive Force**

Any natural or human forces capable of creating an emergency situation.

### **Direction and Control (Emergency Management)**

The provision of overall operational control and/or coordination of emergency operations at each level of the Statewide Emergency Organization, whether it be the actual direction of field forces or the coordination of joint efforts of governmental and private agencies in supporting such operations.

### **Disaster Recovery Center (DRC)**

A readily accessible facility or mobile office where applicants may go for information about FEMA or other disaster assistance programs, or for questions related to your case.

### **Disaster Field Office (DFO)**

A central facility established by the Federal Coordinating Officer within or adjacent to an affected area. DFOs are used to coordinate and control state and federal efforts, which support disaster relief and recovery operations.

### **Disaster-Proofing**

Alterations to or modifications of facilities that can substantially reduce or prevent future damage to facilities.

### **Disaster Service Worker**

Any persons registered with a disaster council or state Office of Emergency Services to provide disaster service without pay. Disaster service workers include public employees, registered volunteers, and persons pressed into service during an emergency by persons authorized to command such services.



**Disaster Support Area (DSA)**

A special facility where disaster relief resources can be received, stockpiled, allocated, and dispatched. A separate portion of the area may be used to receive and provide emergency treatment to casualties and for their transfer to adequate medical care facilities.

**Disaster Welfare Inquiry (DWI)**

A service that provides health and welfare reports about relatives, friends and coworkers believed to be in a disaster area.

**Documentation Unit**

Functional unit within the Planning Section responsible for collecting, recording, and safeguarding all documents relevant to an incident or within an EOC.

**Dose**

Accumulated or total exposure to gamma radiation, commonly expressed in REM.

**Dosimeter**

An instrument for measuring and registering total accumulated exposure to gamma radiation.

**Drought**

A prolonged period of no rain, particularly during the planting and growing season. In California, drought can affect both agricultural and urban areas that are dependent on reservoirs for water. Decreased water levels due to insufficient rain can lead to restrictions on water use.

**E**

**Earthquake**

Sudden motion of the earth caused by an abrupt release of slowly accumulated strain that results in ground shaking, surface faulting, or ground subsidence.

**Economic Stabilization**

The government' s use of direct and indirect controls to stabilize the economy during emergencies. Direct controls include such actions as the setting or freezing of wages, prices,



and rents, or the direct rationing of goods. Indirect controls can be put into effect by the government through the use of monetary, credit, tax, or other policy measures.

**Electromagnetic Pulse (EMP)**

Energy released by detonation of a nuclear weapon at high altitudes. This energy can cause damage or malfunction in unprotected electrical systems, including broadcast stations.

**Emergency (State Definition) – see also *Local Emergency and State of Emergency***

A disaster situation or condition of extreme peril to life and/or property, resulting from other than war or labor controversy, which is or is likely to be beyond local capability to control without assistance from other political entities.

**Emergency (Federal Definition) – see also *Local Emergency and State of Emergency***

Any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which requires federal emergency assistance to supplement state and local efforts to save lives and protect public health and safety or to avert or lessen the threat of a major disaster.

**Emergency Alert System (EAS)**

Enables the President and Federal, State, and Local Governments to communicate with the general public through commercial broadcast stations in the event of a large natural disaster or war-related event.

**Emergency Broadcast System (EMS)**

A system that enables the President and federal, state, and local governments to communicate through commercial radio and television broadcast stations with the general public in the event of a disaster.

**Emergency Communications Center (ECC)**

That facility designated by a political entity as a focal point for receiving and transmitting emergency communications.



**Emergency Congregate Care** – *see Care and Shelter*

**Emergency Dose Limit**

The upper limit of radiation a person can absorb without excessive risk to health.

**Electromagnetic Pulse (EMP)**

The EMP is a small proportion of energy released by detonation of a high altitude nuclear weapon appearing in the form of a high intensity, short duration pulse, somewhat similar to that generated by lightning. EMP can cause damage to unprotected electrical or electronic systems including broadcast stations, car radios, televisions, and battery-operated portable radios.

**Emergency Management**

The provision of overall operational control or coordination of emergency operations at each level of the statewide emergency organization, whether by the actual direction of field forces or by the coordination of joint efforts of government and private agencies.

**Emergency Medical Services**

Treatment of casualties necessary to maintain their vital signs prior to treatment at a medical center.

**Emergency Operations**

Those actions taken during the emergency period to protect life and property, care for the people affected, and temporarily restore essential community services.

**Emergency Operating Center (EOC)**

A centralized facility from which emergency operations can be directed and coordinated.

**Emergency Operations Center (EOC)**

A centralized location where resources and personnel are managed and coordination between departments takes place in a disaster situation. The EOC is staffed by City management personnel and City employees.

**Emergency Organization**

Civil government augmented or reinforced during an emergency by auxiliaries, volunteers, persons pressed into service, and the private sector.



### **Emergency Period**

A period which begins with the recognition of an existing, developing, or impending situation that poses a potential threat to a community. It includes the waning (where applicable) and impact phases and continues until immediate and ensuing effects of the disaster no longer constitute a hazard to life or threat to property.

### **Emergency Plans**

Documents that describe principles, policies, and methods to be applied in carrying out emergency operations and rendering mutual aid during emergencies, including such elements as continuity of government, emergency functions of governmental agencies, mobilization of resources, and public information.

### **Emergency Public Information (EPI)**

Information relayed to the public from official sources during an emergency including: (1) instructions advising on survival and health action, (2) status information on the disaster, and (3) notice of emergency assistance available and where to obtain it.

### **Emergency Public Information Center**

A designated location adjacent to the EOC shall be designated as the EPIC.

### **Emergency Public Information System**

A network of information officers and their staff at all levels of government that provides information to the public during an emergency.

### **Emergency Resources Management**

Following a major disaster or attack on the United States, the effective management of available goods and services deemed most essential to survival and recovery operations.

### **Essential Facilities**

Facilities essential for conducting emergency operations and maintaining the health, safety and overall well-being of the public following a disaster. Essential facilities also may include buildings, which have been designated for use as mass care facilities, such as schools and churches.



### **Evacuation**

Moving people to a safer area.

### **Evacuee – see also Relocatee**

An individual who moves or is moved from a hazardous area to a safer area and who is expected to return when the hazard abates.

### **Expedient Shelter**

Any shelter constructed during an emergency or crisis on a “crash basis” by individuals, single families, or small groups of families.

### **Explosive Ordinance Disposal**

The location and deactivation of explosive devices by qualified personnel.

## **F**

### **Fallout**

The fallback to earth of particles contaminated with radiation from a nuclear weapon’ s explosion or from a leak at a nuclear power plant. Early and local fallout refers to those particles, which reach the earth within 24 hours of a nuclear explosion. Delayed or worldwide fallout consists of smaller particles that rise into the stratosphere and are carried by winds to all parts of the earth. Delayed fallout is brought to earth mainly by rain or snow over an extended period of time.

### **Federal Agency (Federal Definition)**

Any department, establishment, government, corporation, or other agency of the Executive Branch of the Federal Government, including the United States Postal Service, but not the American Red Cross.

### **Federal Assistance (Federal Definition)**

Aid to disaster victims or state or local governments by federal agencies under the provisions of the Federal Disaster Relief Act (F.L. 93-288) and other statutory authorities of federal agencies.



**Federal Communications Commission (FCC)**

Manages radio frequencies. Manages licensing for frequencies and amateur radio operators.

**Federal Coordinating Officer (Federal Definition) (FCO)**

The person appointed by the President to coordinate federal assistance following an emergency or major disaster declaration.

**Federal Disaster Assistance**

Provides in-kind and monetary assistance to disaster victims, state, and local government by federal agencies under provisions the Federal Disaster Relief Act and other statutory authorities of federal agencies.

**Federal Disaster Relief Act**

Public Law 93-288, as amended, that gives the president broad powers to supplement the efforts and available resources of state and local governments in carrying out their responsibilities to alleviate suffering and damage resulting from major (peacetime) disasters.

**Federal-State Agreement**

A legal document entered into between the state and the federal government following a presidential Declaration of an Emergency or Major Disaster. Executed by the Governor, acting for the state, and the FEMA Regional Director, acting for the Federal Government, the agreement shall contain the necessary terms and conditions consistent with the provisions of applicable laws, executive orders and regulations, as required and set forth by the type and extent of federal assistance to be provided.

**Field Coordination Center**

A temporary facility established by the Office of Emergency Services within or adjacent to areas affected by a disaster. It functions under the operational control of the OES mutual aid regional manager and is supported by mobile communications and personnel provided by OES and other state agencies.

**First Aid Station**

A location within a mass care facility or casualty collection point where disaster victims may receive first aid.





## **Flood**

Flood is the rise or overflow of a body of water. Flood hazards include flash, riverine, and urban floods. Flash floods are brief, heavy flows in small streams or normally dry washes, while riverine flooding is the periodic overflow of rivers or streams, resulting in partial or complete inundation of the adjacent floodplain. Urban flooding involves the overflow of storm sewer systems and is usually caused by inadequate drainage following heavy rain or rapid snowmelt.

## **G**

### **Governor's Authorized Representative**

The person named by the Governor to execute for the state all necessary documents for disaster assistance, including certification of applications for public assistance.

### **Governor's Emergency Operations Executive Council**

An advisory body to the Governor on the coordination and application of state resources during emergencies and civil disorders.

## **H**

### **Hazard**

Any source of danger or element of risk to people or property.

### **Hazard Area**

A geographically defined area in which a specific hazard presents a potential threat to life and property.

### **Hazardous Material**

A substance or combination of substances which, because of quantity, concentration, physical, chemical, radiological, explosive, or infectious characteristics, poses a substantial present or potential danger to humans or the environment. Generally, such materials are classed as explosives and blasting agents, flammable and nonflammable gases, combustible liquids, flammable liquids and solids, oxidizers, poisons, disease causing agents, radioactive materials, corrosive materials, and other materials including hazardous wastes.



### **Hazardous Materials Incident (Stationary)**

Any uncontrolled release of material capable of posing a risk to health, safety, and property. Areas at risk include facilities that produce, process, or store hazardous material, as well as all sites that treat, store, and dispose of hazardous material.

### **Hazardous Materials Incident (Transportation)**

Any spill during transport of material that is potentially a risk to health and safety.

### **Hurricane/Tropical Storm**

Large cyclonic storms with high winds moving in a large spiral around a calm center. Tropical storms become reclassified as hurricanes after wind speed reaches 74 mph or greater. Such storms originate in the tropics but can move into the northern latitudes.

## **I**

### **Incident Command Post (ICP)**

The location at which the primary command functions are executed. The ICP may be collocated with the incident base or other incident facilities.

### **Incident Command System (ICS)**

A system designed for the on-scene management of field operations during an emergency situation. The incident command system can be used during serious "multidisciplinary" (fire, law, medical) emergencies or for operations involving the coordination of different jurisdictions and agencies under a unified command.

### **Incident Objectives**

Statements of guidance and direction necessary for the selection of appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow for strategic and tactical alternatives.

### **Information Officer**

A member of the Command Staff responsible for interfacing with the public and media or with other agencies requiring information directly from the incident. There is only one Information Officer per incident. The Information Officer may have assistants. This position



is also referred to as Public Affairs or Public Information Officer in some disciplines. At SEMS EOC levels, the information function may be established as a Coordinator or as a Section or Branch reporting directly to the EOC Director.

### **Initial Action**

The actions taken by resources which are the first to arrive at an incident.

### **Initial Response**

Resources initially committed to an incident.

### **Institutionalized Persons**

Persons who reside in public or private group quarters rather than households; for example, residents of hospitals, nursing homes, orphanages, colleges, universities, and correctional facilities. These residents generally lack major household possession or transportation, or require special care and custody.

## **J**

### **Joint Information Center (JIC)**

A JIC is the physical location where public information staff involved in incident management activities can co-locate to perform critical emergency information, crisis communications, and public affairs functions. JICs provide the organizational structure for coordinating and disseminating official information.

### **Joint Information System (JIS)**

The PIO establishes and operates within the parameters established for the Joint Information System—or JIS. The JIS provides an organized, integrated, and coordinated mechanism for providing information to the public during an emergency. The JIS includes plans, protocols, and structures used to provide information to the public. It encompasses all public information related to the incident. Key elements of a JIS include interagency coordination and integration, developing and delivering coordinated messages, and support for decision makers. The PIO, using the JIS, ensures that decision makers—and the public—are fully informed throughout an incident response.



### **Joint Operating Center (JOC)**

A facility established on the periphery of a disaster area to coordinate and control multi jurisdictional emergency operations within the disaster area. The JOC will be staffed by representatives of select local, state and federal agencies and private organizations, and will have the capability of providing a communications link between any Mobile Emergency Operating Centers established in the disaster area and the State Operations Center in Sacramento.

## **L**

### **Land Use Regulations**

Zoning for prudent land use, as well as preventative and corrective restrictions on construction, repairs, or alterations of buildings. Preventive restrictions regulate new land use. Corrective restrictions include flood-proofing, acquiring, insuring, and removing non-conforming structures.

### **Landslide**

A general term for a falling mass of soil or rocks. The term also includes rock falls, rockslides, block slide, debris slide, earth flow, mudflow, and slump.

### **Lifelines**

A general term including all systems for storing, treating, and distributing fuel, communications, water, sewage, and electricity.

### **Light Search and Rescue – see also Heavy Rescue**

Activities ranging from finding lost or injured persons to extricating victims of accidents, downed aircraft, and industrial accidents. The characteristic focus of light search and rescue is usually on a single site, where the surrounding area is not damaged.

### **Local Government (Federal Definition)**

Any county, city, village, town, district, or other political subdivision of any state, any Indian tribe or organization that includes any rural community or incorporated town or village or any other public entity for which an application for assistance is made by a state or political subdivision thereof.



**Local Emergency (State Definition)**

The duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, City and county, or City, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of political subdivisions to combat.



## M

### **Major Disaster (Federal) – see also *Emergency***

Any hurricane, tornado, storm, flood, high water, wind-driven water, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe which, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Federal Disaster Relief Act.

### **Management by Objectives**

In SEMS field and EOC levels, this is a top-down management activity which involves a three-step process to achieve the desired goal. The steps are: establishing the objectives, selection of appropriate strategy(s) to achieve the objectives, and the direction or assignments associated with the selected strategy.

### **Mass Care Facility**

A location where temporary services are provided to disaster victims during an emergency which may include lodging, food, clothing, registration, welfare inquiry, first aid, and essential social services.

### **Master Mutual Aid Agreement**

The California Disaster and Civil Defense Master Mutual Aid Agreement made and entered into by and among the State of California, its various departments and agencies, and the various political subdivisions of the state. The agreement provides for support of one jurisdiction by another.

### **Media**

All means of providing information and instructions to the public, including radio, television, and newspapers.

### **Medical Self-Help**

Medical treatment provided for the sick and injured by citizens and emergency forces in the absence of professional care.



**Mitigation – see also *Comprehensive Emergency Management***

Pre-event planning and actions that aim to lessen the effects of potential disaster.

**Mobilization**

The process and procedures used by all organizations, Federal, State and Local, for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

**Mobilization Center**

An off-incident location at which emergency service personnel and equipment are temporarily located pending assignment to incidents, release, or reassignment.

**Multi-Agency or Inter-Agency Coordination**

The participation of agencies and disciplines involved at any level of the SEMS organization working together in a coordinated effort to facilitate decisions for overall emergency response activities, including the sharing of critical resources and the prioritization of incidents.

**Multi-Agency Coordination System (MACS)**

The combination of personnel, facilities, equipment, procedures, and communications integrated into a common system. When activated, the MACS has the responsibility for coordination of assisting agency resources and support in a multi-agency or multi-jurisdictional environment. A MAC Group functions within the MACS. MACS organizations are used within the California Fire Services.

**Multi-Purpose Staging Area (MSA)**

A location that serves as a local base for coordinating emergency operations, a rally point for mutual aid coming into an area, and a site for post-disaster population support and recovery activities. The multi-purpose staging area should have a large parking area and shelter for equipment and operations.

**Mg/mgd**

A Million gallon/Million gallons per day.



**MHz**

MegaHertz.

**Mutual Aid Agreement**

An agreement in which two or more parties agree to furnish resources and facilities and to render services to each and every other party of the agreement to prevent and respond to any type of disaster or emergency.

**Mutual Aid Agreement**

An agreement in which two or more parties agree to furnish resources and facilities and to render services to each and every other party of the agreement to prevent and respond to any type of disaster or emergency.

**Mutual Aid Region**

A subdivision of the state emergency services organization established to coordinate mutual aid and other emergency operations.

**Mutual Aid Staging Area**

A temporary facility established by the state Office of Emergency Services within, or adjacent to, an affected area. It may be supported by mobile communications and personnel provided by field or headquarters staff from state agencies, as well as personnel from local jurisdictions throughout the state.

**N**

**National Incident Management System**

NIMS provides a consistent nationwide template to enable all government, private- sector, and nongovernmental organizations to work together during domestic incidents.





### **National Warning System**

The federal portion of the civil defense warning system, used to disseminate warning and other emergency information from the warning centers or regions to warning points in each state.

### **Nuclear Incident (Fixed Facility)**

Any occurrence at a nuclear power plant resulting in a potential or actual release of radioactive material in sufficient quantity which threatens the health and safety of nearby populations.

### **Nuclear Threat**

All acts such as blackmail, extortion, and threat of attack in which the use of any nuclear material or radioactive substance is threatened.

### **Nuclear Weapon**

A general name given to any weapon capable of producing a nuclear detonation.

## O

### **Office of Emergency Services (OES)**

Part of the Governor' s Office, the primary state agency in the coordination and administration of statewide operations to support local jurisdictions' emergency planning and response.

### **Operational Area**

An intermediate level of the State emergency services organization, consisting of a county and all political subdivisions within the county area.

### **Operational Area Coordinator**

The individual within the operational area responsible for a specific function such as law enforcement, coroner' s services, or emergency medical services.



### **Operational Period**

The period of time scheduled for execution of a given set of operation actions as specified in the Incident or EOC Action Plan. Operational Periods can be of various lengths, although usually not over 24 hours.

### **Operations Section**

One of the five primary functions found at all SEMS levels. The Section responsible for all tactical operations at the incident, or for the coordination of operational activities at an EOC. The Operations Section at the SEMS Field Response Level can include Branches, Divisions and/or Groups, Task Forces, Teams, Single Resources, and Staging Areas. At the EOC level, the Operations Section would contain Branches or Divisions as necessary because of span of control considerations.

## **P**

### **Plan**

As used by OES, a document which describes the broad, overall jurisdictional response to potential extraordinary emergencies or disasters.

### **Planning Meeting**

A meeting held as needed throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. On larger incidents, the planning meeting is a major element in the development of the Incident Action Plan. Planning meetings are also an essential activity at all SEMS EOC levels.

### **Planning Zone**

A subdivision of a county consisting of a city, a city and its sphere of influence in adjacent unincorporated areas, a portion of the unincorporated area of a county, a military installation, or a state facility such as a correctional institution.

### **Political Subdivision (State Definition)**

Any city, city and county, county, district, or other local government agency or public agency authorized by law.



**Pollution Incident**

Any significant concentration of pollutant that poses a substantial threat to public health.

**Power Failure**

Any interruption in the generation or transmission of electrical power caused by accident, sabotage, natural hazards, equipment failure, or fuel shortage.

**Preparedness** – *see Comprehensive Emergency Management*

**Protection Factor (PF)**

A number used to compare the relationship between the amount of radiation an unprotected person would receive with the amount a sheltered person would receive.

**Public Health or Welfare**

All factors affecting the health and welfare of the general public.

**Public Information Officer (PIO)**

An official responsible for releasing information to the public through the news media.

**R**

**Radio Amateur Civil Emergency Service (RACES)**

An emergency service designed to make efficient use of skilled radio amateurs throughout the state in accordance with approved civil defense communications plans. Operators are registered with an OES agency to provide emergency communications support.

**Radiological Defense (RADEF) Officer**

A member of the emergency management staff responsible for radiological protection operations. The radiological officer is the principal advisor to the director and other officials on matters pertaining to radiological protection.

**Radioactive Fallout** – *see also Fallout Radiological Monitor*

An individual trained to measure, record, and report radiation exposure and exposure rates, who provides limited field guidance on radiation hazards, and performs operator' s checks and maintenance on radiological instruments.



### **Radiological Monitoring System**

The facilities, equipment, and personnel organized to collect and report radiological information to all levels of government.

### **Radiological Protection**

The organized effort to minimize the effect of nuclear radiation on people and resources, through warning, detection, prevention, and remedial measures.

### **Reconnaissance**

A preliminary survey to gain information concerning the damage sustained in the affected area.

**Recover** – *see also Comprehensive Emergency Management*

### **Reception and Care Center**

A facility established in a low-risk area to receive and process incoming relocatees, assign them to lodging facilities, and provide them with information on food, medical care, and other essential services.

### **Reception Area**

An area in which the basic needs of displaced people are met. For example, a place at the periphery of a dam failure inundation area, which can accommodate evacuated persons.

### **Reduction**

To diminish the strength and intensity of, or lessen the damage resulting from, a major disaster or damage expected from future disasters.

### **Regional Director (Federal Definition)**

A director of a regional office of the Federal Emergency Management Agency (FEMA).

**Relocatee** – *see also Evacuee*

An individual moved from a hazardous area to a safer area that may not return.

### **Remedial Movement**

The post-attack or post-event movement of people to better protected facilities or less hazardous areas.



### **Remedial Operations**

Actions taken as a result of a pending or existing emergency situation to offset or alleviate its effects.

### **Rescue Groups**

Two or more rescue teams responding as one group under the supervision of a designated group leader.

### **Rescue, Heavy**

Rescue requiring heavy lifting, prying or cutting, and/or consisting of several tasks, which require involvement of two or more teams working concurrently.

### **Rescue, Light**

Rescue not requiring use of heavy lifting, prying, or cutting operations and not more than one rescue team to accomplish in one hour.

### **Rescue Team**

A group of people organized to work as a unit with one person designated as team leader.

### **Rescue Vehicle, Heavy**

A mobile unit equipped to support two or more rescue teams involved in heavy rescue operations.

**Response** – *see Comprehensive Emergency Management*

**Response Plan** – *see Contingency Plan*

## **S**

### **Scene Management System**

A standard system for organizing state agency response to hazardous material incidents.

### **Search**

Systematic investigation of an area or premises to locate persons entrapped, injured, immobilized, or missing.



### **Search Dog Team**

A skilled handler with one or more dogs trained to find entrapped persons.

### **Section 404**

That section of Public Law 93-288 that provides authority for temporary housing assistance to disaster victims.

### **Section 406**

That section of Public Law 93-288 that provides authority for hazard mitigation following disasters.

### **Section 408**

That section of Public Law 93-288 that provides authority for individual and family grants following disasters.

### **Section 414**

That section of Public Law 93-288 that provides authority for community disaster loans.

### **Section Chief**

The ICS title for individuals responsible for command of functional sections: Operations, Planning & Intelligence, Logistics, and Finance & Administration. At the EOC level, the position title will be Section Coordinator.

### **Self-Help**

A concept describing self-reliance and self-sufficiency in an adverse environment without external assistance.

### **Sensitive Facilities**

Facilities in reception areas that will not normally be used as lodging facilities for relocatees. These facilities are either considered unsuitable or are required for essential activities (food establishments, fire stations, banks, radio stations, service stations, etc.). However, if any of these facilities provide adequate protection against radioactive fallout, they may be used as fallout shelters.

### **Service**

An organization assigned to perform a specific function during an emergency.



### **Shelter Complex**

A geographic grouping of facilities used as fallout shelters when such an arrangement serves planning, administrative, or operational purposes. Normally, a complex will include a maximum of twenty-five individual shelters within a diameter of about one half mile.

### **Shelter Facility – see also Mass Care Facility Shelter Manager**

An individual, who provides for the internal organization, administration, and operation of a mass care facility.

### **Span of Control**

The supervisory ratio maintained within an ICS or EOC organization. A span of control of five positions reporting to one supervisor is considered optimal.

### **Special District**

A special district is any city or county service area, but not a school district, and not a special assessment district formed under the Improvement Act of 1911, the Municipal Improvement Act of 1913, the Street Opening Act of 1903, the Vehicle Parking Mall Law of 1943, the Parking District Law of 1951, the Pedestrian Mall Law of 1960, or any similar assessment law, or any similar procedural ordinance adopted by a chartered city.

### **Staging Area**

Staging Areas are locations set up at an incident where resources can be placed while awaiting a tactical assignment. Staging Areas are managed by the Operations Section.

### **Standardized Emergency Management System (SEMS)**

A system required by California Government Code for managing response to multi- agency and multi-jurisdiction emergencies in California. SEMS consists of five organizational levels which are activated as necessary: Field, Local Government, Operational Area, Regional, and State.

### **Standard Operating Procedures (SOP)**

A set of instructions having the force of a directive, covering those features of operations which lend themselves to a definite or standardized procedure. Standard operating procedures support an annex by indicating in detail how a particular task will be carried out.



**State Agency (State Definition)**

Any department, division, independent establishment, or agency of the executive branch of the state government.

**State Coordination Center**

A facility established by the Office of Emergency Services near the site of a major disaster, which supports local governmental operations and coordinates an overall response.

**State Coordinating Officer (SCO)**

The person appointed by the Governor to cooperate and work with the Federal Coordinating Officer.

**State Emergency Organization**

The agencies, boards, commissions of the executive branch of state government, and other local government and private sector organizations responding to emergencies.

**State Emergency Plan**

The State of California Emergency Plan, as approved by the Governor, which serves as the basis for statewide emergency planning and response.

**State of Emergency (State Definition)**

According to Section 8558 (b) of the Emergency Service Act, a "State of Emergency means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plan or animal infestation or disease, the governor' s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency, " which conditions, by reason of their magnitude are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city, and require the combined forces of a mutual aid region or regions to combat or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission."





### **State of War Emergency (State Definition)**

According to Section 8558 (a) of the Emergency Services Act, a "State of War Emergency" means the "condition which exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon the receipt by the state of a warning from the federal government indicating that such an enemy attack is probable or imminent."

### **State Operating Authority**

The person with the responsibility and authority for overseeing the state's response to hazardous material incidents.

### **State Operating Team**

A designated group of individuals who implement the scene management system, representing the various state agencies with hazardous material responsibilities.

### **State Operations Center (SOC)**

A facility established by the Office of Emergency Services headquarters in Sacramento to coordinate state operations to a disaster area, and control the response efforts of state and federal agencies in support of local government operations.

### **Stay-Put**

A resident in a hazardous, or potentially hazardous, area who refuses to evacuate during a directed evacuation, or who is too ill or infirm to be evacuated.



## T

### **Task Force**

A combination of single resources assembled for a particular tactical need, with common communications and a leader.

### **Technological Incident**

An emergency situation caused by a man-made element. These types of incidents include hazardous chemical and nuclear facility incidents.

### **Technological Services**

A group of functions whose performance requires a high degree of technical expertise and equipment.

### **Tornado**

Violently whirling columns of air extending to the ground from a cumulonimbus cloud. The funnel cloud of a tornado may have winds as high as 200 mph and an interior air pressure 10 to 20 percent below that of the surrounding atmosphere. The typical length of a path is 16 miles, but tracks of 200 miles have been reported. Path widths are generally less than 0.25 miles.

### **Traffic Control Points (TCP)**

Sites along movement's routes that are staffed by emergency personnel to direct and control the flow of traffic.

### **Transportation Accident**

An incident of air or rail passenger travel that results in death or serious injury. Highway accidents are excluded from consideration under this hazard since such incidents are generally handled by emergency response services without emergency management organization involvement.

### **Triage**

A process of priority sorting sick and injured people on the basis of urgency and type of condition presented so that they can be routed to appropriate medical facilities.



### **Tsunami**

Also called a seismic sea wave. It is a large oceanic wave generated by earthquakes, submarine volcanic eruptions, or large submarine landslides in which sudden forces are applied to the water mass. The fastest tsunami waves can move at speeds of hundreds of miles per hour in the open ocean. However, as the waves enter shallower waters in coastal areas, wave velocity decreases and wave height can increase to 100 feet or more on impact at the shoreline.

## **U**

### **Unified Area Command**

A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional. (See Area Command and Unified Command)

### **Unified Command**

In ICS, Unified Command is a unified team effort which allows all agencies with responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating agency authority, responsibility, or accountability.

### **Unit**

An organizational element having functional responsibility. Units are commonly used in incident Plans & Intelligence, Logistics, or Finance & Administration sections and can be used in operations for some applications. Units are also found in EOC organizations.

### **Unity of Command**

The concept by which each person within an organization reports to one and only one designated person.

### **Urban Fire**

Any instance of uncontrolled burning which results in structural damage to residential, commercial, industrial, institutional, or other properties in developed areas.



### **Urban Rescue**

The complex process in which trained personnel use specialized equipment to locate and extricate victims trapped in collapsed buildings, and the mobilization and management of such personnel and equipment.

## **V**

### **Validated Earthquake Prediction**

A prediction or method of predicting an earthquake, which is approved by the California Earthquake Prediction Evaluation Commission (CEPEC) and includes expected location, approximate magnitude, and probability of occurrence.

### **Vector Control**

Actions to limit the spread of disease-carrying insects and animals.

### **Volcano**

An eruption from the earth's interior which produces lava flows or violent explosions issuing gases, rock, and debris. Areas covered by eruptions can be confined to the volcano or range up to hundreds of miles from the site of the eruption.

### **Volunteers**

Individuals who make themselves available for assignment during an emergency who are not paid for the work they do.

## **W**

### **Wildfire**

Any instance of uncontrolled burning in grasslands, brush, or woodlands.

### **Winter Storm (Severe)**

This includes ice storms, blizzards, and extreme cold. The National Weather service characterizes blizzards as combinations of winds in excess of 35 mph with considerable falling or blowing snow, frequently reducing visibility to 0.25 miles or less.



## Acronyms

AC	Area Command
ADA	Americans with Disabilities Act
AQMD	Air Quality Management District
ARC	American Red Cross
ASCS	U.S. Agricultural Stabilization and Conservation Services
ARES	Amateur Radio Emergency Services
BLM	Bureau of Land Management
BOR	Bureau of Reclamation
BPA	Blanket Purchasing Agreements
CAA	Clean Air Act
CALDAP	California Disaster Assistance Program
CalTrans	California Department of Transportation
CALWAS	California Warning System
CAO	Chief Administrative Officer
CCA	Comprehensive Cooperative Agreement
CCC	California Conservation Corps
CCP	Casualty Collection Points
CD	Civil Defense
CDBG	Community Development Block Grant
CDC	Centers for Disease Control, U.S. Public Health Service
CAL FIRE	California Department of Forestry and Fire Protection
CDL	Community Disaster Loan
CDRG	Catastrophic Disaster Response Group
CEO	Chief Executive Officer
CEPEC	California Earthquake Prediction Evaluation Council
CEPPO	Chemical Emergency Preparedness and Prevention Office
CEQA	California Environmental Quality Act



CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CESA	California Emergency Services Association
CESFRS	California Emergency Service Fire Radio System
CESRS	California Emergency Services Radio System
CFR	Code of Federal Regulations
CHP	California Highway Patrol
CLEMARS	California Law Enforcement Mutual Aid Radio System
CLERS	California Law Enforcement Radio System
CLETS	California Law Enforcement Telecommunications System
COE	Corps of Engineers (US Army)
COG	Continuity of Government
CPG	Civil Preparedness Guide
CPI	Consumer Price Index
CWA	Clean Water Act
DA	Damage Assessment
DAE	Disaster Assistance Employee
DAP	Disaster Assistance Programs
DCS	Disaster Communications Service
DFCO	Deputy Federal Coordinating Officer
DFO	Disaster Field Office
DHA	Disaster Housing Assistance
DHHS	Department of Health and Human Services
DLS	Disaster Legal Services
DMA	Disaster Management Area
DMAC	Disaster Management Area Coordinator
DMIS	Disaster Management Information System
DOB	Duplication of Benefits
DOC	Department Operations Center
DOD	Department of Defense
DOE	Department of Energy



DOL	Department of Labor
DOT	Department of Transportation
DP	Disaster Preparedness
DPIG	Disaster Preparedness Improvement Grant
DRM	Disaster Recovery Manager
DRC	Disaster Recovery Center
DRO	Disaster Recovery Operations
DSA	Disaster Support Area
DSA	Division of the State Architect (California)
DSR	Damage Survey Report
DUA	Disaster Unemployment Assistance
DWI	Disaster Welfare Inquiry
DWR	California Department of Water Resources
EAS	Emergency Alert System
EBS	Emergency Broadcast System
DOE	United States Department of Education
EDD	Employment Development Department
EDIS	Emergency Digital Information System
EEIs	Essential Elements of Information
EEO	Equal Employment Opportunity
EIR	Environmental Impact Review
EMA	Emergency Management Assistance
EMI	Emergency Management Institute
EMMA	Emergency Managers Mutual Aid
EMP	Electromagnetic Pulse
EMSA	Emergency Medical Services Authority
EMS	Emergency Medical Services
EMT	Emergency Medical Technician
ENN	Emergency News Network
EOC	Emergency Operations Center
EOP	Emergency Operating Procedures
EOP	Emergency Operations Plan



EPA	Environmental Protection Agency
EPI	Emergency Public Information
EPIC	Emergency Public Information Center
ER	Emergency Relief Program
ERT	Emergency Response Team
ESA	California Emergency Services Act
ESA	Endangered Species Act
ESC	Earthquake Service Center
ESC	Emergency Services Coordinator
ESF	Emergency Support Functions
EST	Emergency Support Team
FA	Fire Administration (office symbol)
FAA	Federal Aviation Administration
FAS	Federal Aid System Road
FAST	Federal Agency Support Team
FAX	Facsimile
FBI	Federal Bureau of Investigation
FCC	Federal Communications Commission
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FFY	Federal Fiscal Year
FHWA	Federal Highway Administration
FIA	Federal Insurance Administration
FIPS Number	Same as Project Application Number
FIRESCOPE	Firefighting Resources of Calif. Organized for Potential Emergencies
FmHA	Farmers Home Administration
FONSI	Finding of No Significant Number
FPM	Flood Plain Management
FRERP	Federal Radiological Emergency Response Plan
FTB	Franchise Tax board (State of California)
GAR	Governor's Authorized Representative





GIS	Geographic Information System
GSA	General Services Administration
HAZMAT	Hazardous Materials
HEW	U.S. Department of Health, Education and Welfare
HM	Hazard Mitigation
HMC	Hazard Mitigation Coordinator
HMDA	Hazard Mitigation and Disaster Assistance
HMGP	Hazard Mitigation Grant Program
HMO	Hazard Mitigation Officer
HMT	Hazard Mitigation Team
HUD	Housing and Urban Development Program
IA	Individual Assistance
IA/O	Individual Assistance/Officer
IC	Incident Commander
ICC	Interstate Commerce Commission
ICP	Incident Command Post
ICS	Incident Command System
IFG	Individual and Family Grant Program (State of California program)
IFGP	Individual and Family Grant Program
IG	Inspector General
IMA	Individual Mobilization Augmentee
IRS	U.S. Internal Revenue Service
IRMS	Information Resources Management Service
JIC	Joint Information Center
JDIC	Justice Data Interface Controller
JPA	Joint Powers Agreement
JPIC	Joint Public Information Center
JIS	Joint Information System



LGAC	Local Government Advisory Committee
MACS	Multi-Agency Coordination System
MARAC	Mutual Aid Regional Advisory Committee
MARS	U.S. Army Military Affiliate Radio System
MASF	Mobile Aeromedical Staging Facility
MBCERTA	Manhattan Beach CERT Association
MC	Mobilization Center
MCR	Military Communications Representative
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MRA	Mortgage and Rental Assistance Program
MRE	Meals Ready to Eat
MSA	Multi-Purpose Staging Area
MTA	Metropolitan Transit Authority
NAWAS	National Warning System
NCCEM	National Coordinating Council on Emergency Management
NCS	National Communications System
NCSP	National Communications Support System
NCSRM	National Communications System Regional Manager
NDAA	California Natural Disaster Assistance Act
NDEA	National Defense Education Act
NDMS	National Disaster Medical System
NECC	National Emergency Coordination Center (FEMA)
NEIS	National Earthquake Information Service
NEST	Nuclear Emergency Search Team
NETC	National Emergency Training Center
NFA	National Fire Academy
NFDA	National Funeral Directors Association
NFIP	National Flood Insurance Program
NHC	National Hurricane Center
NHPA	National Historic Preservation Act



NIFCC	National Interagency Fire Coordination Center, U.S. Forest Service
NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric Administration
NOI	Notice of Interest
NRC	Nuclear Regulatory Commission
NRF	National Response Framework
NRT	National Response Team
NTC	National Teleregistration Center
NVOAD	National Voluntary Organizations Active in Disaster
NWS	National Weather Service
OA	Operational Area
OARRS	Operational Area Response and Recovery System
OASIS	Operational Area Satellite Information System
OES	Office of Emergency Services
OFA	Other Federal Agencies
OMB	Office of Management and Budget (Federal)
OPA	Oil Pollution Act
OPM	Office of Personnel Management
OSA	California Office of the State Architect
OSC	On-Scene Coordinator
OSHA	Occupational Safety and Health Administration
OSTP	Office of Science Technology Policy
PA	Public Affairs
PAO	Public Affairs Officer
PA	Public Assistance
PA/O	Public Assistance Officer
PA#	Project Application Number
PBX	Private Branch Exchange
PDA	Preliminary Damage Assessment
PDH	Packaged Disaster Hospital
PDS	Professional Development Series



PFT	Permanent Full-Time Employee
PIO	Public Information Officer
PL	Public Law - U.S. Public Law 93-288, Federal Disaster Relief Act of 1974
PNP	Private Nonprofit Organization
PSI	Pounds per Square Inch
PSR	Personal Service Radio
PUC	California Public Utilities Commission
RACES	Radio Amateur Civil Emergency Services
RADEF	Radiological Defense
RCP	Regional Oil and Hazardous Substances Pollution Contingency Plan
RD	Regional Director (FEMA)
REACT	Radio Emergency Associated Communication Team
REC	Regional Emergency Coordinator
REOC	Regional Emergency Operations Center
RM	Radiological Monitor
RO	Radiological Officer
RRT	Regional Response Team
RTOS	Rail Transit Operations Supervisor
SA	Salvation Army
SAP	State Assistance Program
SAR	Search and Rescue
SARA	Superfund Amendment Reauthorization Act (Title III)
SAST	California State Agency Support Team
SBA	Small Business Administration
SCAQMD	South Coast Air Quality Management District
SCESA	Southern California Emergency Services Association
SCO	State Coordinating Officer
SEMO	State Emergency Management Office
SEMS	Standardized Emergency Management System
SF	Standard Form
SHMO	State Hazard Mitigation Officer



SHPO	State Historic Preservation Officer
SITREP	Situation Report
SLPS	State and Local Programs and Support Directorate (FEMA)
SOC	State Operations Center
SOP	Standard Operating Procedure
STO	State Training Officer
Subgrantee	An eligible applicant in Federally declared disasters
TH	Temporary Housing
TSCA	Toxic Substances Control Act
USACE	United States Army Corps of Engineers
USAR	Urban Search and Rescue
USDA	U.S. Department of Agriculture
USFA	United States Fire Administration
USGS	United States Geological Survey
VA	Veterans Administration
VSAT	Very Small Aperture Terminal
VOAD	Volunteer Organizations Active in Disaster



## APPENDIX B: Legal Documents

1. NIMS Resolution No. \_\_\_\_\_
2. Good Samaritan Liability
3. Orders and Regulations which may be Selectively Promulgated by the Governor during a State of Emergency
4. Orders and Regulations Promulgated by the Governor to take effect upon the Existence of a State of War Emergency
5. California Disaster and Civil Defense Master Mutual Aid Agreement
6. City of Manhattan Beach Emergency Services Ordinance No. 1259
7. Resolution Adopting a Mutual Aid Agreement
8. Resolution Adopting the Public Works Mutual Aid Agreement with Los Angeles County
9. Resolution Adopting Workmen' s Compensation Benefits for Registered Volunteer "Disaster Service Workers"
10. Resolution Extending Workers' Compensation Benefits to Reserve/Volunteer Police Officers and City Volunteers





## NIMS RESOLUTION NO. \_\_\_\_\_

WHEREAS, the President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for federal, state, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity;

WHEREAS, the collective input and guidance from all federal, state, local, and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS;

WHEREAS, it is necessary and desirable that all federal, state, local and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management;

WHEREAS, to facilitate the most efficient and effective incident management it is critical that federal, state, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters;

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the cities ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes.

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the city, including current emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System;

NOW, THEREFORE, I, \_\_\_\_\_, Mayor of the City of Manhattan Beach, by the virtue of the authority vested in me by the Constitution and Laws of the State of California, do hereby establish the National Incident Management System (NIMS) as the City's standard for incident management.

*Insert City's Signature Block*





## **GOOD SAMARITAN LIABILITY**

### **CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102**

No person, who in **good faith** and not for compensation, renders emergency care at the scene of an emergency shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.

### **CALIFORNIA GOVERNMENT CODE, SECTION 8659**

Any physician or surgeon (whether licensed in this state or any other state), hospital, pharmacist, nurse or dentist who renders services during any state of war emergency, a state of emergency, or a local emergency at the express or implied request of any responsible state or local official or agency shall have no liability for any injury sustained by any person by reason of such services, regardless of how or under what circumstances or by what cause such injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission.

### **CALIFORNIA GOVERNMENT CODE, SECTION 13970**

Direct action on the part of private citizens in preventing the commission of crimes against the person or property of others, or in apprehending criminals, or rescuing a person in immediate danger of injury or death as a result of fire, drowning, or other catastrophe, benefits the entire public. In recognition of the public purpose served, the state may indemnify such citizens, their surviving spouses, their surviving children, and any persons dependent upon such citizens for their principal support in appropriate cases for any injury, death, or damage sustained by such citizens, their surviving spouses, their surviving children, and any persons dependent upon such citizens for their principal support as a direct consequence of such meritorious action to the extent that they are not compensated for the injury, death or damage from any other source. A claim shall be denied if an award has been made under Article I (commencing with Section 13960) of this chapter for the same incident.

### **CALIFORNIA GOVERNMENT CODE, SECTION 50086**

No person who is summoned by the county sheriff, city police department, fire department, park range, or other local agency to voluntarily assist in a search or rescue operation, who



possesses first aid training equivalent to the Red Cross advanced first aid and emergency care training standards, and who in good faith renders emergency services to a victim prior to or during the evacuation or extrication of the victim, shall be liable for any civil damages as a result of any acts or omissions by such person in rendering such emergency services.



## **ORDERS AND REGULATIONS WHICH MAY BE SELECTIVELY PROMULGATED BY THE GOVERNOR DURING A STATE OF EMERGENCY**

### **Order 1 (Employment)**

It is hereby ordered that the period of employment for State Personnel Board emergency appointments, as provided in Section 19120 of the Government Code and State Personnel Board Rules 301-303, be waived for positions required for involvement in emergency and/or recovery operations. The requirements and period of employment for such appointments will be determined by the Director, California Office of Emergency Services, but shall not extend beyond the termination date of said State of Emergency.

### **Order 2 (Medical Supplies)**

It is hereby ordered that in the area proclaimed to be in a State of Emergency and/or that specific area(s) designated by the Director, California Office of Emergency Services, outside of the proclaimed area(s) but which is (are) essential to the relief and aid of the lives and property within the proclaimed area, all drugs and medical supply stocks intended for wholesale distribution shall be held subject to the control and coordination of the Department of Health Services, Food and Drug Section. Authority imparted under this Order, and specific to the proclaimed emergency, shall not extend beyond the termination date of said State of Emergency.

### **Order 3 (Salary Payment)**

It is hereby ordered that during the proclaimed State of Emergency appropriate parts of Sections 18020-18026 of the Government Code and State Personnel Board Rules 130-139 be waived to permit cash compensation to personnel whose work is designated by the Director, California Office of Emergency Services, as essential to expedite emergency and recovery operations for all time worked over the employee's regular workweek, at a rate of 1-1/2 times the regular rate of pay. The Director, Office of Emergency Services, will also designate the beginning and ending dates for such overtime for each individual involved. This waiver shall not extend beyond the termination date of said State of Emergency.



**Order 4 (Bonding)**

It is hereby ordered that, in the area proclaimed to be in a State of Emergency and/or that specific area(s) designated by the Director, California Office of Emergency Services, outside of the proclaimed area(s) but which is (are) essential to the relief and aid of the lives and property within the proclaimed area, the provisions of Sections 3247-3258 of the Civil Code relating to state contracting bonding requirements for the performance of heavy rescue, debris removal, expedient construction, preparation of mobile home sites, and related activities are suspended. This suspension shall not extend beyond the termination date of said State of Emergency.

**Order 5 (Temporary Housing)**

It is hereby ordered that in the area proclaimed to be in a State of Emergency and/or that specific area(s) designated by the Director, California Office of Emergency Services, outside of the proclaimed area(s) but which is (are) essential to the relief and aid of the lives and property within the proclaimed area, those zoning, public health, safety, or intrastate transportation laws, ordinances, regulations, or codes which the Director, California Office of Emergency Services, determines impair the provision of temporary housing be suspended for a time not to exceed 60 days, after the proclaimed State of Emergency and authorization by the President upon the declaration of a Major Disaster for the Temporary Housing Program as prescribed in Section 404 of Public Law 93-288 and Section 8654(a) of the Government Code.

**Order 6 (Petroleum Fuels)**

It is hereby ordered that in the area proclaimed to be in a State of Emergency and/or that specific area(s) designated by the Director, California Office of Emergency Services, outside of the proclaimed area(s) but which is (are) essential to the relief and aid of the lives and property within the proclaimed area, distribution of intra-state petroleum stocks including those in refinery storage, major distribution installations and pipeline terminals, shall be held subject to the control and coordination of the Energy Resources Conservation and Development Commission. Petroleum stocks may be prioritized and diverted for use into a disaster area or in support of disaster mitigation operations. Any and all actions taken shall be at the discretion and judgment of the State Fuel Allocator, California Energy Commission, for use in disaster mitigation. Such actions shall be coordinated with and



prioritized by the Director, Office of Emergency Services, but shall not extend beyond the termination date of said State of Emergency.

**Order 7 (Banking)**

It is hereby ordered that in the area proclaimed to be in a State of Emergency and/or that specific area(s) designated by the Director, California Office of Emergency Services, outside of the proclaimed area(s) but which is (are) essential to the relief and aid of the lives and property within the proclaimed area, all banks will take emergency operating actions pursuant to Section 1916 of the Financial Code. Actions taken under this Order, and specific to the proclaimed emergency shall not extend beyond the termination date of said State of Emergency.



## **ORDERS AND REGULATIONS PROMULGATED BY THE GOVERNOR TO TAKE EFFECT UPON THE EXISTENCE OF A STATE OF WAR EMERGENCY**

### **Order 1 (Orders and Regulations in Effect)**

It is hereby ordered that the following orders and regulations, numbered 2 through 12, having been duly made in advance of a State of War Emergency, approved by the California Emergency Council, and filed with the Secretary of State and the county clerk of each county, shall take full effect upon the existence of a State of War Emergency and shall remain in full force and effect until amended or rescinded or until termination of said State of War Emergency. (See Section 8567(a), (b), and (d), State Emergency Services Act.)

### **Order 2 (Warning)**

It is hereby ordered that, immediately upon the existence of a State of War Emergency, all counties, cities and counties, and cities of the State will immediately sound the indicated warning signal and/or take all other appropriate actions to warn residents. The warning signals necessary to effectuate this action shall be those prescribed by the Federal Government for this purpose.

### **Order 3 (Authority and Implementation under State of War Emergency)**

It is hereby ordered that the Director of the Office of Emergency Services is authorized and directed to act on behalf of the Governor and in the name of the State of California in implementing and operating the California War Emergency Plan; and he is authorized to assume command and control of operations within the state in accordance with such plan, insofar as adherence to such plan is adequate, and to deviate from such plan, as directed by the Governor or to the extent and in such manner as he may deem necessary for the protection of life, property, and resources of or within the state against unforeseen circumstances or hazards which, by reason of their character or magnitude, are beyond the scope of such plan; and

It is further ordered that the Director of the Office of Emergency Services is authorized to delegate such powers as are herein granted, or as authorized under Article 5 of the California Emergency Services Act, to personnel of his office as he may deem necessary, and



such personnel may act on behalf of and in the name of the Director of the Office of Emergency Services in carrying out any authority so delegated.

**Order 4 (Personnel)**

It is hereby ordered that all public employees or persons holding positions of responsibility in the State or in accredited local emergency organizations, and all registered disaster service workers, and all unregistered persons impressed into service during a State of War Emergency by a person having the authority to command the aid of citizens in the execution of his duties, are hereby declared to be members of the Statewide War-Emergency Organization; and

It is further ordered that all officials of local political subdivisions of the State and all registered disaster service workers who perform duties in the State or Regional emergency operations headquarters are hereby declared to be personnel of the State War-Emergency Organization for the period of the State of War Emergency, subject to the direction of the Governor, the Director of the Office of Emergency Services, and/or the Manager of the regional headquarters to which such persons are assigned or attached; and

It is further ordered that all officials and registered disaster service workers heretofore designated as Coordinators or as staff personnel of Operational Area organizations, which have been ratified by the California Emergency Council, are hereby declared to be personnel of the State War Emergency Organization.

**Order 5 (War Powers)**

It is hereby ordered that the governmental functions for the protection of lives, property, and resources of the State and of every political subdivision thereof shall continue in full force and effect, and all duly constituted officials of the State and of every political subdivision thereof shall continue to discharge their responsibilities and shall comply with, enforce, and assume the responsibility for implementing such regulations and orders not inconsistent with or contradictory to rules, regulations, or orders issued by the President of the United States or the Commanding General, Sixth United States Army, as are now or may hereafter be promulgated by the Governor, in accordance with approved plans and procedures.



**Order 6 (Sales Restrictions)**

It is hereby ordered that, in accordance with national and state policy, as reflected in the General Freeze Order, Part A, California Emergency Resources Management Plan, all retail sales and transfers of consumer items are prohibited for a period of at least five days following the onset of a State of War Emergency, except for the most essential purposes as determined by federal, state, or local authorities and except for essential health items and perishables in danger of spoilage.

**Order 7 (Alcohol Sales)**

It is hereby ordered that the sale of alcoholic beverages shall be discontinued immediately.

**Order 8 (Petroleum Sales)**

It is hereby ordered that all petroleum stocks for California distribution, including those in refinery storage, major distributing installations, and pipe line terminals, shall be held subject to the control of the State Petroleum Director; and

It is further ordered that, following the period of prohibition of sales imposed by Order 6, retail outlets for petroleum products shall operate in accordance with rules and regulations prescribed by the State Petroleum organization as outlined in Part B-VII of the California Emergency Resources Management Plan.

**Order 9 (Food Sales)**

It is hereby ordered that all wholesale food stocks, including those under the control of processors, wholesalers, agents and brokers, be held subject to the control of the State Food Director, except that:

(1) Fresh fluid milk, fresh vegetables, and bread are not subject to this order; and

(2) Supplies necessary for immediate essential use, on the basis of 2000 calories per person per day, of persons in homes or in mass care centers, restaurants, hotels, hospitals, public institutions, and similar establishments feeding approximately 100 persons or more per day, may be obtained from wholesale and/or retail sources upon approval by local authorities operating in accordance with existing state and federal food supply policies; and





It is further ordered that, following the period of prohibition of sales imposed by Order 6, retail outlets for food stocks shall operate in accordance with rules and regulations prescribed by the State Food Organization as outlined in Part B-III of the California Emergency Resources Management Plan.

**Order 10 (Medical Supplies)**

It is hereby ordered that all drugs and medical supply stocks in California, intended for wholesale distribution, shall be held subject to the control of the Chief, State Emergency Medical and Health Organization; and

It is further ordered that, following the period of prohibition of sales imposed by Order 6, retail outlets for drugs and medical supplies shall operate in accordance with rules and regulations prescribed by the State Emergency Medical and Health Organization as outlined in Part B-IV of the California Emergency Resources Management Plan.

**Order 11 (Banking)**

It is hereby ordered that all banks will take emergency operating actions pursuant to Sections 1915 and 1916 of the Financial Code.

**Order 12 (Rent Control/Rationing)**

It is hereby ordered that, pursuant to the California Emergency Resources Management Plan, Part B-II, Economic Stabilization, and in conjunction with the lifting of the General Freeze Order as referred to in Order 6, price and rent control and consumer rationing will be invoked and administered by the State Economic Stabilization Organization. Rationed items may include those identified in the list of essential survival items contained in Part A, California Emergency Resources Management Plan, and such other items as may be in short supply.



## CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT

This agreement made and entered into by and between the STATE OF CALIFORNIA, its various departments and agencies, and the various political subdivisions, municipal corporations, and other public agencies of the State of California;

WITNESSETH:

WHEREAS, It is necessary that all of the resources and facilities of the State, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and

WHEREAS, It is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

WHEREAS, It is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local, county-wide, regional, state-wide, and interstate basis;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the parties hereto as follows:

- (1) Each party shall develop a plan providing for the effective mobilization of all its resources and facilities, both public and private, to cope with any type of disaster.
- (2) Each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans, whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.
- (3) It is expressly understood that this agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis, but that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto, shall be without reimbursement unless otherwise expressly provided for by the parties to this agreement or as provided in Sections 1541, 1586, and 1587, Military and Veterans Code; and that such mutual aid is intended to be available in the event of a disaster of such magnitude that it is, or is likely to be, beyond the control of a single party and requires the combined forces of several or all of the parties to this agreement to combat.



- (4) It is expressly understood that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto shall be available and furnished in all cases of local peril or emergency and in all cases in which a STATE OF EXTREME EMERGENCY has been proclaimed.
- (5) It is expressly understood that any mutual aid extended under this agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "California Disaster Act" and other applicable provisions of law, and except as otherwise provided by law that: "The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him through the operation of such mutual aid plans." (Sec. 1564, Military and Veterans Code.)
- (6) It is expressly understood that when and as the State of California enters into mutual aid agreements with other states and the Federal Government that the parties to this agreement shall abide by such mutual aid agreements in accordance with law.
- (7) Upon approval or execution of this agreement by the parties hereto all mutual aid operational plans heretofore approved by the State Disaster Council, or its predecessors, and in effect as to some of the parties hereto, shall remain in full force and effect as to them until the same may be amended, revised, or modified. Additional mutual aid operational plans and amendments, revisions, or modifications of existing or hereafter adopted mutual aid operational plans, shall be adopted as follows:
  - (a) County-wide and local mutual aid operational plans shall be developed by the parties thereto and are operative as between the parties in accordance with the provisions of such operational plans. Such operational plans shall be submitted to the State Disaster Council for approval. The State Disaster Council shall notify each party to such operational plans of its approval, and shall also send copies of such operational plans to other parties to this agreement who did not participate in such operational plans and who are in the same area and affected by such operational plans. Such operational plans shall be operative as to such other parties 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.
  - (b) State-wide and regional mutual aid operational plans shall be approved by the State Disaster Council and copies thereof shall forthwith be sent to each and every party affected by such operational plans. Such operational plans shall be operative as to the parties affected thereby 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.
  - (c) The declination of one or more of the parties to participate in a particular operational plan or any amendment, revision, or modification thereof, shall not affect the operation of this agreement and the other operational plans adopted pursuant thereto.
  - (d) Any party may at any time by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, decline to participate in any particular operational plan, which declination shall become effective 20 days after filing with the State Disaster Council.



- (e) The State Disaster Council shall send copies of all operational plans to those state departments and agencies designated by the Governor. The Governor may, upon behalf of any department or agency, give notice that such department or agency declines to participate in a particular operational plan.
  - (f) The State Disaster Council, in sending copies of operational plans and other notices and information to the parties to this agreement, shall send copies to the Governor and any department or agency head designated by him; the chairman of the board of supervisors, the clerk of the board of supervisors, and County Disaster Council, and any other officer designated by a county; the mayor, the clerk of the city council, the City Disaster Council, and any other officer designated by a city; the executive head, the clerk of the governing body, or other officer of other political subdivisions and public agencies as designated by such parties.
- (8) This agreement shall become effective as to each party when approved or executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed this agreement, until participation in this agreement is terminated by the party. The termination by one or more of the parties of its participation in this agreement shall not affect the operation of this agreement as between the other parties thereto. Upon approval or execution of this agreement the State Disaster Council shall send copies of all approved and existing mutual aid operational plans affecting such party which shall become operative as to such party 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in any particular operational plan. The State Disaster Council shall keep every party currently advised of who the other parties to this agreement are and whether any of them has declined to participate in any particular operational plan.
- (9) Approval or execution of this agreement shall be as follows:
- (a) The Governor shall execute a copy of this agreement on behalf of the State of California and the various departments and agencies thereof. Upon execution by the Governor a signed copy shall forthwith be filed with the State Disaster Council.
  - (b) Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution approve and agree to abide by this agreement, which may be designated as "CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT." Upon adoption of such a resolution, a certified copy thereof shall forthwith be filed with the State Disaster Council.
  - (c) The executive head of those political subdivisions and public agencies having no legislative or governing body shall execute a copy of this agreement and forthwith file a signed copy with the State Disaster Council.
- (10) Termination of participation in this agreement may be affected by any party as follows:
- (a) The Governor, upon behalf of the State and its various departments and agencies, and the executive head of those political subdivisions and public agencies having no legislative or governing body, shall file a written notice of termination of participation in this agreement with the State Disaster Council and this agreement is terminated as to such party 20 days after the filing of such notice.
  - (b) Counties, cities, and other political subdivisions and public agencies having a legislative or



governing body shall by resolution give notice of termination of participation in this agreement



and file a certified copy of such resolution with the State Disaster Council, and this agreement is terminated as to such party 20 days after the filing of such resolution.

IN WITNESS WHEREOF this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

/signed/ EARL WARREN GOVERNOR  
On behalf of the State of California and all its Departments and Agencies

ATTEST: /signed/ FRANK M. JORDAN  
Secretary of State  
November 15, 1950 (GREAT SEAL)

**Note:**

There are references in the foregoing agreement to the California Disaster Act, State Disaster Council, and various sections of the Military and Veterans Code. Effective November 23, 1970, by enactment of Chapter 1454, Statutes 1970, the California Disaster Act (Sections 1500 ff., Military and Veterans Code) was superseded by the California Emergency Services Act (Sections 8550 ff., Government Code), and the State Disaster Council was superseded by the California Emergency Council.

Section 8668 of the California Emergency Services Act provides:

- (a) Any disaster council previously accredited, the State Civil Defense and Disaster Plan, the State Emergency Resources Management Plan, the State Fire Disaster Plan, the State Law Enforcement Mutual Aid Plan, all previously approved civil defense and disaster plans, all mutual aid agreements, and all documents and agreements existing as of the effective date of this chapter, shall remain in full force and effect until revised, amended, or revoked in accordance with the provisions of this chapter.

In addition, Section 8561 of the new act specifically provides:

"Master Mutual Aid Agreement" means the California Disaster and Civil Defense Master Mutual Aid Agreement, made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions of the state, to facilitate implementation of the purposes of this chapter.

Substantially the same provisions as previously contained in Section 1541, 1564, 1586 and 1587 of the Military and Veterans Code, referred to in the foregoing agreement, are now contained in Sections 8633, 8618, 8652 and 8643, respectively, of the Government Code.



## CITY OF MANHATTAN BEACH EMERGENCY SERVICES ORDINANCE (ORDINANCE NO. 1259)

### ORDINANCE NO. 1259

1 AN ORDINANCE OF THE CITY OF MANHATTAN  
2 BEACH, CALIFORNIA, REPEALING CHAPTER 3,  
3 TITLE 3 AND ADOPTING A NEW CHAPTER 3,  
4 TITLE 3 OF THE MANHATTAN BEACH MUNICI-  
5 PAL CODE RELATING TO EMERGENCY ORGANI-  
6 ZATION AND FUNCTIONS (DISASTER COUNCIL).

7 The Council of the City of Manhattan Beach, California  
8 does ordain as follows:

9 SECTION 1. REPEALS. Chapter 3, Title 3 of the Man-  
10 hattan Beach Municipal Code is hereby repealed.

11 SECTION 2. AMENDMENT OF CODE. A new Chapter 3 is  
12 hereby added to Title 3 of said Code to read as follows:

#### 13 CHAPTER 3. EMERGENCY ORGANIZATION AND FUNCTIONS

14 SEC. 3-3.01. Purposes. The declared purposes of this  
15 chapter are to provide for the preparation and carrying out of  
16 plans for the protection of persons and property within this  
17 City in the event of an emergency; the direction of the emergency  
18 organization; and the coordination of the emergency functions of  
19 this City with all other public agencies, corporations, organi-  
20 zations, and affected private persons.

21 SEC. 3-3.02. Definition. As used in this chapter,  
22 "emergency" shall mean the actual or threatened existence of  
23 conditions of disaster or of extreme peril to the safety of  
24 persons and property within this City caused by such conditions  
25 as air pollution, fire, flood, storm, epidemic, riot, or earth-  
26 quake, or other conditions, including conditions resulting from  
27 war or imminent threat of war, but other than conditions result-  
28 ing from a labor controversy, which conditions are or are likely  
29 to be beyond the control of the services, personnel, equipment,  
30 and facilities of this City, requiring the combined forces of  
31 other political subdivisions to combat.

32 SEC. 3-3.03. Disaster Council membership. The City  
of Manhattan Beach Disaster Council is hereby created and shall



1 consist of the following:

- 2 (a) The Mayor, who shall be Chairman.
- 3 (b) The Director of Emergency Services, who shall  
4 be Vice Chairman.
- 5 (c) The Assistant Director of Emergency Services.
- 6 (d) Such chiefs of emergency services as are  
7 provided for in a current emergency plan of this City, adopted  
8 pursuant to this chapter.
- 9 (e) Such representatives of civic, business,  
10 labor, veterans, professional, or other organizations having an  
11 official emergency responsibility, as may be appointed by the  
12 Director with the advice and consent of the City Council.

13 SEC. 3-3.04. Disaster Council powers and duties.

14 It shall be the duty of the City of Manhattan Beach Disaster  
15 Council, and it is hereby empowered, to develop and recommend  
16 for adoption by the City Council, emergency and mutual aid plans  
17 and agreements and such ordinances and resolutions and rules and  
18 regulations as are necessary to implement such plans and agree-  
19 ments. The Disaster Council shall meet upon call of the Chairman,  
20 or in his absence from the City or inability to call such meeting,  
21 upon call of the Vice Chairman.

22 SEC. 3-3.05. Director and Assistant Director of  
23 Emergency Services.

- 24 (a) There is hereby created the office of  
25 Director of Emergency Services. The City Manager shall be  
26 the Director of Emergency Services.
- 27 (b) There is hereby created the office of  
28 Assistant Director of Emergency Services, who shall be appointed  
29 by the Director.

30 SEC. 3-3.06. Powers and duties of the Director and  
31 Assistant Director of Emergency Services.

- 32 (a) The Director is hereby empowered to:







1                                   (1) Request the City Council to proclaim  
2 the existence or threatened existence of a "local emergency" if  
3 the City Council is in session, or to issue such proclamation  
4 if the City Council is not in session. Whenever a local emergency  
5 is proclaimed by the Director, the City Council shall take action  
6 to ratify the proclamation within seven (7) days thereafter or  
7 the proclamation shall have no further force or effect.

8                                   (2) Request the Governor to proclaim a  
9 "state of emergency" when, in the opinion of the Director, the  
10 locally available resources are inadequate to cope with the  
11 emergency.

12                                  (3) Control and direct the effort of the  
13 emergency organization of this City for the accomplishment of  
14 the purposes of this chapter.

15                                  (4) Direct cooperation between and coordination  
16 of services and staff of the emergency organization of this City;  
17 and resolve questions of authority and responsibility that may  
18 arise between them.

19                                  (5) Represent this City in all dealings  
20 with public or private agencies on matters pertaining to emer-  
21 gencies as defined herein.

22                                  (6) In the event of the proclamation of a  
23 "local emergency" as herein provided, the proclamation of a  
24 "state of emergency" by the Governor or the Director of the  
25 State Office of Emergency Services, or the existence of a "state  
26 of war emergency", the Director is hereby empowered:

27                                       (i) To make and issue rules and  
28 regulations on matters reasonably related to the protection of  
29 life and property as affected by such emergency; provided, how-  
30 ever, such rules and regulations must be confirmed at the earliest  
31 practicable time by the City Council;

32                                       (ii) To obtain vital supplies, equip-





1 ment, and such other properties found lacking and needed for the  
2 protection of life and property and to bind the City for the fair  
3 value thereof and, if required immediately, to commandeer the same  
4 for public use;

5 (iii) To require emergency services  
6 of any City officer or employee and, in the event of the pro-  
7 clamation of a "state of emergency" in the county in which this  
8 City is located or the existence of a "state of war emergency",  
9 to command the aid of as many citizens of this community as he  
10 deems necessary in the execution of his duties; such persons shall  
11 be entitled to all privileges, benefits, and immunities as are  
12 provided by state law for registered disaster service workers;

13 (iv) To requisition necessary per-  
14 sonnel or material of any City department or agency; and

15 (v) To execute all of his ordinary  
16 power as City Manager, all of the special powers conferred upon  
17 him by this chapter or by resolution or emergency plan pursuant  
18 hereto adopted by the City Council, all powers conferred upon  
19 him by any statute, by any agreement approved by the City Council  
20 and by any other lawful authority.

21 (b) The Director of Emergency Services shall  
22 designate the order of succession to that office, to take effect  
23 in the event the Director is unavailable to attend meetings and  
24 otherwise perform his duties during an emergency. Such order  
25 of succession shall be approved by the City Council.

26 (c) The Assistant Director shall, under the  
27 supervision of the Director and with the assistance of emergency  
28 service chiefs, develop emergency plans and manage the emergency  
29 programs of this City; and shall have such other powers and duties  
30 as may be assigned by the Director.

31 SEC. 3-3.07. Emergency organization. All officers  
32 and employees of this City, together with those volunteer forces



1 enrolled to aid them during an emergency, and all groups, organi-  
2 zations, and persons who may by agreement or operation of law,  
3 including persons impressed into service under the provisions of  
4 Section 3-3.06 (a)(6)(iii) of this chapter, be charged with dutie  
5 incident to the protection of life and property in this City duri  
6 such emergency, shall constitute the emergency organization of th  
7 City.

8           SEC. 3-3.08. Emergency plan. The City of Manhattan  
9 Beach Disaster Council shall be responsible for the development  
10 of the City of Manhattan Beach Emergency Plan, which plan shall  
11 provide for the effective mobilization of all of the resources of  
12 this City, both public and private, to meet any condition consti-  
13 tuting a local emergency, state of emergency, or state of war  
14 emergency; and shall provide insofar as possible for the organi-  
15 zation, powers and duties, services, and staff of the emergency  
16 organization. Such plan shall take effect upon adoption by reso-  
17 lution of the City Council.

18           SEC. 3-3.09. Expenditures. Any expenditures made in  
19 connection with emergency activities, including mutual aid  
20 activities, shall be deemed conclusively to be for the direct  
21 protection and benefit of the inhabitants and property of the  
22 City.

23           SEC. 3-3.10. Punishment of violations. It shall be a  
24 misdemeanor, punishable by a fine of not to exceed Five Hundred  
25 and no/100ths (\$500.00) Dollars, or by imprisonment for not to  
26 exceed six (6) months, or both, for any person, during an emergen  
27 to:

28                   (a) Willfully obstruct, hinder, or delay any  
29 member of the emergency organization in the enforcement of any  
30 lawful rule or regulation issued pursuant to this chapter, or  
31 in the performance of any duty imposed upon him by virtue of  
32 this chapter.



1 (b) To do any act forbidden by any lawful rule or  
2 regulation issued pursuant to this chapter, if such act is of such a  
3 nature as to give or be likely to give assistance to the enemy or  
4 to imperil the lives or property of inhabitants of this City, or  
5 to prevent, hinder, or delay the defense or protection thereof.

6 (c) Wear, carry, or display, without authority, any  
7 means of identification specified by the emergency agency of the  
8 State.

9 SEC. 3-3.11. Severability. If any provision of this  
10 chapter or the application thereof to any person or circumstance is  
11 held invalid, such invalidity shall not affect other provisions or  
12 applications, and to this end the provisions of this chapter are  
13 declared to be severable.

14 SECTION 2. EFFECTIVE DATE. This ordinance shall go into  
15 effect and be in full force and operation from and after thirty days  
16 after its final passage and adoption.

17 SECTION 3. PUBLICATION. The City Clerk shall certify to  
18 the passage and adoption of this ordinance; shall cause the same to be  
19 entered in the book of original ordinances of said City; shall make a  
20 minute of the passage and adoption thereof in the records of the  
21 meeting at which the same is passed and adopted; and shall within  
22 fifteen days after the passage and adoption thereof cause the same to  
23 be published once in the Manhattan Beach News, a weekly newspaper of  
24 general circulation, published and circulated within said City of  
25 Manhattan Beach and which is hereby designated for that purpose.

26 PASSED, APPROVED AND ADOPTED this 16th day of November,  
27 1971.

28   
29 Mayor of the City of Manhattan Beach,  
California

29 ATTEST:

30  
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32 City Clerk

(SEAL)



## RESOLUTION APPROVING A MUTUAL AID AGREEMENT (RESOLUTION NO. 4986)

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RESOLUTION NO. 4986

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, APPROVING A MUTUAL AID AGREEMENT

WHEREAS, it is desirable and necessary to furnish supplemental public safety services to other agencies located within the County of Los Angeles toward mutual ends in the event of local peril, local emergency, local disaster, civil disturbance, and such other cases as the need may arise;

WHEREAS, the City Council of the City of Manhattan Beach, California has heretofore determined that the public interest and necessity require such mutual aid and such agreements are authorized by Sections 8615, 8617 and 8668 of the Government Code and in accordance with the provisions of the California Disaster and Civil Defense Master Mutual Aid Agreement.

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

SECTION 1. The Council hereby approves that certain agreement entitled Mutual Aid Agreement and authorized the Mayor to execute said agreement on behalf of the City is substantially the form attached hereto as Exhibit "A".

SECTION 2. The Council authorized the Chief of Police of the City to act as an exclusive agent and representative of the City in the administrative and execution of said Agreement.

SECTION 3. This resolution shall take effect immediately.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes



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Res. 4986

of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED this 16th day of March,  
1993.

Ayes: Stern, Napolitano, Lilligren, Barnes, Mayor Sieber  
Noes: None  
Absent: None  
Abstain: None

*Cassie Sieber*  
Mayor, City of Manhattan Beach,  
California

ATTEST:

*Wim Underhill*  
City Clerk





## RESOLUTION ADOPTING THE PUBLIC WORKS MUTUAL AID AGREEMENT WITH LOS ANGELES COUNTY (RESOLUTION NO. 4690)

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RESOLUTION NO. 4690

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MANHATTAN BEACH, CALIFORNIA, APPROVING  
AND ADOPTING THE PUBLIC WORKS MUTUAL AID AGREEMENT  
WITH LOS ANGELES COUNTY

WHEREAS, the California Office of Emergency Services,  
the League of California Cities, the County Supervisors  
Association of California, and the American Public Works  
Association have expressed a mutual interest in the estab-  
lishment of a plan to facilitate and encourage public works  
mutual aid agreements between political subdivisions through-  
out California; and

WHEREAS, such an agreement is in accord with the  
California Emergency Services Act set forth in Title 2,  
Division 1, Chapter 7 (Section 8550, et seq.) of the Calif-  
ornia Government Code, and specifically with Article 14  
(Section 8630, et seq.) of the Act;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MANHAT-  
TAN BEACH, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. That the City of Manhattan Beach desires to  
become a party to that certain agreement entitled "Public  
Works Mutual Aid Agreement"; and

SECTION 2. That the City of Manhattan Beach hereby  
approves and adopts said "Public Works Mutual Aid Agreement"  
and authorizes and directs the City Manager to execute said  
agreement on behalf of the City of Manhattan Beach.

SECTION 3. That the City Clerk be directed to send a  
certified copy of this resolution with the executed agreement  
to the Agreement Coordinator, County of Los Angeles.



1 PASSED, APPROVED and ADOPTED this 6th day of March,  
2 1990.

3 Ayes: Barnes, Collins, Dougharty, Holmes, & Mayor Sieber  
4 Noes: None  
5 Absent: None  
6 Abstain: None

*Cornis Sieber*  
Mayor, City of Manhattan Beach,  
California

7 ATTEST:

8  
9 *Timothy J. Lillyman*  
10 City Clerk

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## RESOLUTION ADOPTING WORKMEN'S COMPENSATION BENEFITS FOR REGISTERED VOLUNTEER "DISASTER SERVICE WORKERS" (RESOLUTION NO. 3479)

### RESOLUTION NO. 3479

1  
2 A RESOLUTION OF THE CITY COUNCIL OF THE  
3 CITY OF MANHATTAN BEACH, CALIFORNIA,  
4 RELATIVE TO WORKMEN'S COMPENSATION BENE-  
5 FITS FOR REGISTERED VOLUNTEER "DISASTER  
6 SERVICE WORKERS".

7 WHEREAS, Section 8580 of the Government Code  
8 (Chapter 1454, Statutes 1970) provides:

9 "The Emergency Council shall establish by rule  
10 and regulation various classes of disaster ser-  
11 vice workers and the scope of the duties of  
12 each class. The Emergency Council shall also  
13 adopt rules and regulations prescribing the  
14 manner in which disaster service workers of each  
15 class are to be registered. All such rules and  
16 regulations shall be designed to facilitate the  
17 paying of workmen's compensation"; and

18 WHEREAS, the California Emergency Council has  
19 adopted rules and regulations establishing classes of disaster  
20 service workers, the scope of duties of each class and the  
21 manner of registration of such volunteer workers; and

22 WHEREAS, Section 8612 of the Government Code pro-  
23 vides:

24 "Any disaster council which both agrees to  
25 follow the rules and regulations established  
26 by the Emergency Council pursuant to the pro-  
27 visions of Section 8580 and substantially  
28 complies with such rules and regulations  
29 shall be certified by the Emergency Council.  
30 Upon such certification, and not before, the  
31 disaster council becomes an accredited dis-  
32 aster council"; and

33 WHEREAS, the City of Manhattan Beach, California,  
34 has registered and will hereafter register volunteer disaster  
35 service workers; and

36 WHEREAS, the City of Manhattan Beach, California,  
37 desires to become an "accredited Disaster Council" organization  
38 so that injured disaster service workers registered with it may  
39 benefit by the provisions of Chapter 10 of Division 4 of  
40 Part 1 of the Labor Code;

41 NOW, THEREFORE, the City Council of the City of  
42 Manhattan Beach, California, does hereby agree to follow the



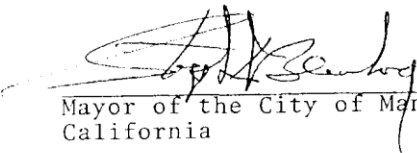


1 rules and regulations established by the California Emergency  
2 Council pursuant to the provisions of Section 8580 of the  
3 Government Code.

4 The City Clerk is hereby instructed to send two  
5 certified copies hereof to the California Emergency Council.

6 PASSED, APPROVED AND ADOPTED this 7th day of  
7 September, 1976.

8 Ayes: Cashin, Nordeck, Sweeney, Switzer and Blumberg  
9 Noes: None  
10 Absent: None  
11 Not Voting: None

  
Mayor of the City of Manhattan Beach,  
California

12 ATTEST:

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City Clerk

15 (SEAL)  
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# RESOLUTION EXTENDING WORKERS' COMPENSATION BENEFITS TO RESERVE/VOLUNTEER POLICE OFFICERS AND CITY VOLUNTEERS (RESOLUTION NO. 5137)

RESOLUTION NO. 5137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, EXTENDING WORKERS' COMPENSATION BENEFITS TO RESERVE/VOLUNTEER POLICE OFFICERS AND CITY VOLUNTEERS

WHEREAS, the City Council of the City of Manhattan Beach, California, has determined that in the best public interest, Workers' Compensation benefits shall be extended to reserve/volunteer Police Officers and City volunteers;

WHEREAS, it is within the discretion of the City Council to extend Workers' Compensation benefits;

WHEREAS, public interest, convenience and necessity require it.

NOW, THEREFORE, the City Council of the City of Manhattan Beach, California, hereby resolves as follows:

SECTION 1. That reserve/volunteer police officers and volunteers of the City of Manhattan Beach are hereby entitled to workers' compensation benefits.

SECTION 2. This resolution shall take effect immediately.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.





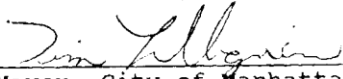
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Res. 5137

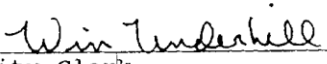
PASSED, APPROVED and ADOPTED this 6th day of December,

1994.

Ayes: Napolitano, Barnes, Jones, Cunningham, Mayor Lilligren  
Noes: None  
Absent: None  
Abstain: None

  
\_\_\_\_\_  
Mayor, City of Manhattan Beach,  
California

ATTEST:

  
\_\_\_\_\_  
City Clerk





## HAZARD SPECIFIC ANNEXES

### Annex 1: Earthquake

#### Purpose, Scope, Situation and Assumptions

##### Purpose

Earthquakes occur when tectonic plates deep beneath the surface of the earth collide or create friction, which causes the earth to shake. The purpose of this annex is to detail the specific actions, procedures, and responsibilities that will take effect in the event of an earthquake causing significant damage to structures and infrastructure to the City of Manhattan Beach, possibly causing personal injury or loss of life. This plan annex is to be used as a supplement to the Emergency Operations Plan.

##### Scope

This Annex addresses the actions to be taken by the City of Manhattan Beach and its departments and agencies to prepare for, respond to, and mitigate the effects of a potential devastating earthquake. The Annex includes the Concept of Operations including agency and departmental roles and responsibilities.

##### Situational Overview

Southern California is subject to earthquakes from the many faults underlying the region. Earthquake intensity can vary from hardly noticeable to devastating. The Compton Thrust Fault and the Palos Verde Fault are the two faults that are the closest to the City of Manhattan Beach and have the potential to cause the most damage. The Newport-Inglewood Fault and the Redondo Canyon Fault are additional faults that are not directly situated along Manhattan Beach but still have potential to cause damage. See Figure 8.

##### Mission

The mission of this Annex is the preservation of life and property; providing for other basic human needs such as emergency sheltering and welfare; and re-establishment of vital resources such as potable water, electricity, natural gas and sewer services.

##### Planning Assumptions



1. The City' s EOC will be activated if multiple casualties or significant property damage is reported as a result of the earthquake.
2. Communications infrastructure could be damaged, causing disruption in landline, telephone, cellular telephone, radio, Internet, and other communication services.
3. Many residential and commercial structures may be damaged requiring activation of Search & Rescue operations.
4. Transportation infrastructure could be damaged and in limited operation, potentially hampering response operations.
5. Vital infrastructure such as potable water supplies, electrical power, natural gas lines and sewer services could be compromised.
6. Residents could be displaced; requiring shelter and welfare needs. Sheltering activities could be short term or long term depending on the severity of the incident.
7. Shelters will be established for residents who lose their homes or have had their home red-tagged.
8. In the event of a catastrophic event, outside assistance may not be available for hours, or even days following the event.



## Concept of Operations

### Response

Response actions to an earthquake event include a large variety of resources and personnel. Individual department assignments are detailed in the Basic Plan. Critical functions include:

#### *EOC Activation*

Immediately following an earthquake the Emergency Services Coordinator or designated official will determine whether to activate the EOC. If activated all response and recovery activities conducted by City departments and agencies will be coordinated by the EOC. The level of activation will be dependent upon the extent of casualties and property damage.

#### *Fire Suppression*

Fires are common following a significant earthquake. The total number of fires in a jurisdiction may increase immediately after an earthquake due to ruptured utility lines and other fire hazards. The Manhattan Beach Fire Department is the organization responsible for ensuring the prioritization of calls and responses required to ensure that fires are suppressed. The response times after an earthquake may increase due the number of fires, debris, and road damage. Downed power lines may cut off traffic, making it difficult to navigate.

#### *Search and Rescue*

The first few hours following an earthquake are critical in saving the lives of people trapped in collapsed buildings. In situations that entail structural damage/collapse, people may require rescue and medical care. During the course of a catastrophic earthquake, rescue personnel may encounter extensive damage to the local infrastructure, such as buildings, roadways, public works, communications, and utilities. Such damage can create environmental safety and health hazards, such as downed power lines, unsafe drinking water, and a damaged sewer system. This could slow the rescue response.

The Manhattan Beach Fire Department is responsible for conducting search and rescue efforts following an earthquake. Local residents, workers, and converging volunteers may



initiate Search and Rescue efforts, but will usually lack specialized equipment and training, which can cause additional hazards. Spontaneous volunteers will require coordination and direction within the local incident command structure. Community Emergency Response Team (CERT) volunteers may be used to assist with Search and Rescue.

#### ***Persons with Disabilities or Access and Functional Needs***

Persons with disabilities or other access and functional needs may be disproportionately affected by an earthquake or its aftermath, such as extended power outages or lack of access to needed services. All City departments will make special efforts to identify and locate such persons and to assure they receive appropriate assistance. The City may request the assistance of non-governmental organizations, such as faith-based organizations to identify and provide assistance as needed.

#### ***Maintenance of Public Order***

Following a catastrophic event, loss of utilities might spark panic, causing public disruption. The Manhattan Beach Police Department is responsible for maintaining public order and protecting first responders who are assisting in fire suppression and search and rescue. Criminals often move into an area in a proactive and sometimes organized attempt to take advantage of the situation for their own benefit. Securing the affected area from unauthorized personnel will aid in maintaining public order.

#### ***Traffic Control***

Disasters draw in people who are curious as to what has happened. The uncontrolled inward flow of unauthorized personnel is detrimental to the efficient handling of traffic flow in affected areas. The Manhattan Beach Police Department is responsible, with input from the Traffic Engineer, for developing traffic control plans for preventing the access of unauthorized people and controlling the movement of people and property in response to an earthquake that causes loss of utilities, debris, and structural damage.

#### ***Damage/Safety Assessment***

Initial damage assessments will be made by the Manhattan Beach Fire Department, assisted by the Community Development Department. As soon as possible following an earthquake event, the initial assessment will include occupied structures and pre -



designated essential facilities such as hospitals, key bridges, public safety facilities, access roads, bridges and utilities. The assessment involves an immediate visual inspection by Assessment Teams to identify unsafe structures/areas and obvious hazards. Unsafe structures will be evacuated immediately, hazardous conditions secured, and occupied buildings posted as Unsafe, Restricted Use or Inspected, as indicated.

### ***Debris Management***

Debris removal is the clearance, removal, and/or disposal of items such as trees, sand, gravel, building components, wreckage, vehicles, and personal property. Safe, proper and timely management of debris is an essential but often overlooked component of an emergency response or disaster incident. Disaster debris must be properly managed so as to protect human health, comply with regulations, conserve disposal capacity, reduce injuries, and minimize or prevent environmental impacts. The Public Works Department is responsible for Debris Management.

### **Recovery**

Recovery actions will be initiated immediately following the earthquake and initial actions to preserve life and property. Recovery actions will include the restoration of public utilities including water, power, sewer, gas and trash; restoration of City facilities and services; requests for cost reimbursement from the state, FEMA, and insurers; and coordination with county, state and Federal authorities to assist families and businesses affected. Recovery following a disaster can take anywhere from months to years, depending on the severity of the event.

### **Direction, Control and Coordination**

#### **Overall Direction**

The Mayor and City Council, with the assistance of the City Manager will provide overall policy direction for response and recovery from an earthquake. If activated, the EOC will coordinate response and recovery operations. If the EOC is not activated, the Emergency Services Coordinator, or designee, will coordinate operations.

#### **Information Direction and Dissemination**



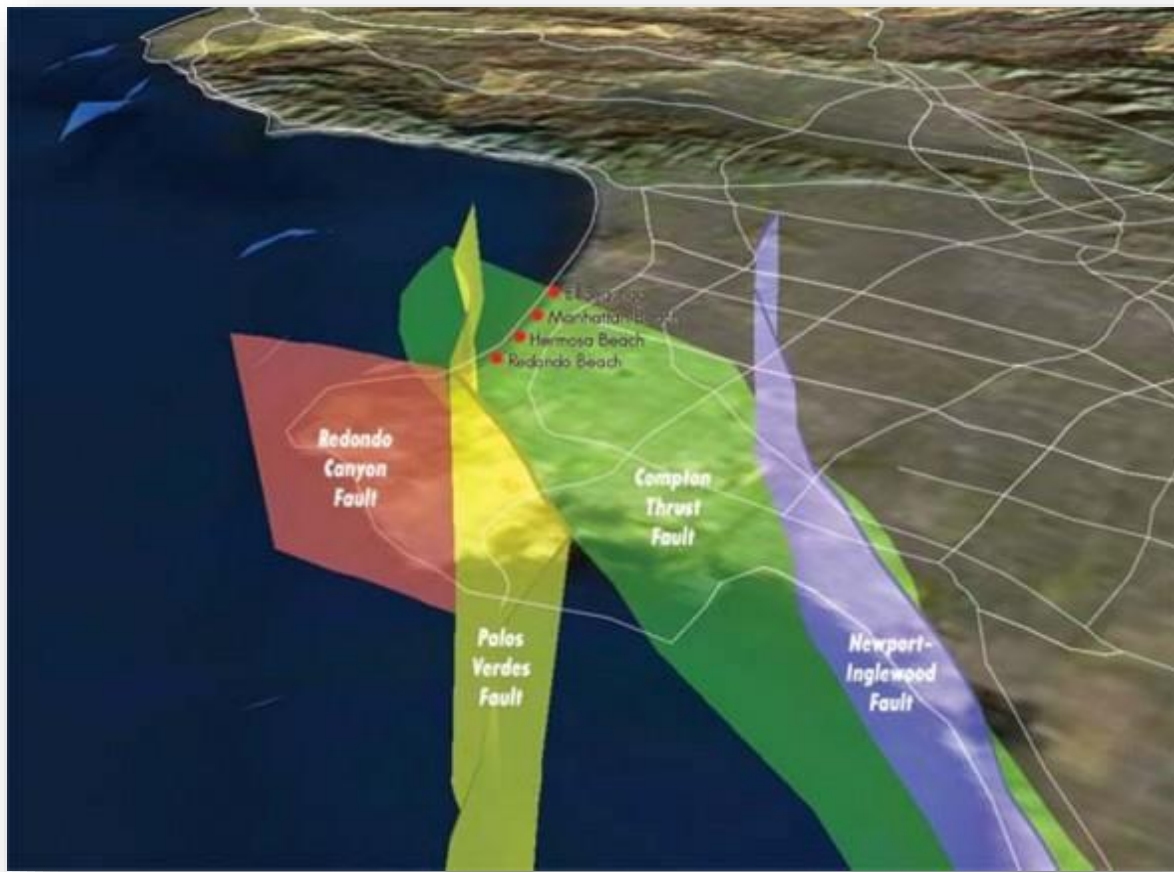
The collection and dissemination of information from field units and department operations centers will be coordinated by the EOC. Dissemination of information to the public will be as directed by the Office of the City Manager.

**Development and Maintenance of the Annex**

The responsibility for development and maintenance of this annex is the responsibility of the Emergency Services Coordinator, or designee. This Annex will be reviewed at least annually, or following an actual severe weather emergency, and updated as necessary.



Figure 8: Manhattan Beach Fault Map





## Annex 2: Tsunami

### Purpose, Scope, Situation and Assumptions

#### Purpose

Tsunamis are a series of ocean waves of extreme lengths that are almost always generated by undersea earthquakes or volcanic eruptions. The purpose of this Annex is to establish guidelines for the City of Manhattan Beach to reduce the loss of life and property from a potential Tsunami incident. The Annex provides information and guidance, and establishes roles and responsibilities of City Departments and agencies.

#### Scope

This Annex describes the response taken by the City of Manhattan Beach to prepare and mitigate the effects of a potential significant Tsunami. Included in this annex are the Concept of Operations including departmental/agency roles and responsibilities.

#### Situational Overview

The City of Manhattan Beach' s location, near the ocean in a region that is prone to earthquakes, renders it vulnerable to tsunamis. Earthquakes off shore can produce large waves that are called Tsunamis, which can cause significant damage to costal communities. There are two types of tsunamis that might affect Manhattan Beach:

1. Near Source Tsunamis: A near source tsunami (local) is one that can hit the coast within minutes following an offshore geological event. This type of locally generated tsunami is possible at many points along the Southern California coast and provides little time for warning the population and less time for evacuation. Studies have identified the Palos Verdes, Santa Cruz Island and Santa Rosa Island faults as active and potentially tsunami-genic.
2. Distant Source Tsunamis: A distant source tsunami is one that may be generated by a very large earthquake in remote areas of the Pacific Ocean, such as the Cascadia Subduction Zone near Eureka which is considered by experts as the most threatening. Since distant tsunamis, such as from Cascadia, may take several hours to reach the Southern California coast following the event, they allow time for warnings to be issued to give coastal residents time to evacuate.





### **Mission**

The mission of this Annex is to reduce the potential for loss of life and property caused by a tsunami. City planning will be led by the City Manager supported by designated City departments, agencies and representatives from potentially impacted areas.

### **Planning Assumptions**

While only limited areas of the City are considered threatened by tsunamis for a tsunami event, prudent planning will allow for a worst-case scenario. If a distant or local event has occurred and generated a tsunami, it might be expected that the following could occur depending on the size and scope of the undersea disruption:

1. The city EOC will activate if the event is large enough to trigger a tsunami of potentially dangerous proportion
2. A tsunami might be triggered by an earthquake off the coast
3. The City will have several hours to prepare for a distant tsunami
4. There may be loss of life
5. Properties located west of Highland Ave. may be severely damaged or destroyed
6. Local evacuations may be necessary causing the need for local shelter sites to be opened
7. Power and water outages may occur and communication systems may be damaged
8. Economic losses can occur that will require business resumption planning
9. There will be losses to the tourist industry

### **Concept of Operations**

#### **Response**

This annex becomes effective when Manhattan Beach receives notification of a Tsunami Watch or Warning Alert from the Los Angeles County Office of Emergency Management. The sequence of operational activities for a tsunami event is detailed below:

#### *Alerts*

There are four levels of tsunami alerts that are issued by the West Coast/Alaska Tsunami Warning Center:



*Tsunami Warning* means a potential tsunami with significant widespread inundation is imminent or expected

*Tsunami Advisory* means there is the threat of a potential tsunami, which may produce strong currents or waves dangerous to those in or near the water.

*Tsunami Watch* is issued to alert emergency management officials and the public of an event that may later impact the watch area.

*Tsunami Information Statement* is issued to inform emergency management officials and the public that an earthquake has occurred, or that a tsunami warning, watch or advisory has been issued for another section of the ocean. Tsunami preparedness and response efforts can utilize preparedness and response efforts for flood hazards, including public education programs, warning, evacuation and other measures.

#### ***Potential Inundation and Evacuation Zone***

The City has identified the area to be evacuated in the event that the City is threatened by a Tsunami. This Zone is depicted in Figure 9.

#### ***Evacuation***

The most critical element of a tsunami plan is the evacuation and traffic control plan. The police department is responsible, in coordination with the Traffic Engineer, for developing evacuation and traffic control plans for possible implementation in response to a tsunami event in accordance with legal guidelines for controlling movement of people and property. These plans must take into account and address the unique evacuation and transportation needs of people with disabilities and others with access and functional needs. It is expected that the local jurisdictions articulate these plan elements.

#### ***Area Security***

After an area has been evacuated, the Police Department will set up Traffic Control Points consisting of roadblocks, barricades, and/or a system of patrols to secure evacuated areas. Traffic Control Points require multi-agency coordination. Traffic Control Points should be set up at strategic locations to reduce traffic flow toward the coast and to restrict sightseer traffic to the coast, as required.



### ***Shelters***

If evacuations are ordered as a result of a tsunami warning, shelters will be established by the City of Manhattan Beach for displaced residents with the assistance of the American Red Cross. Designated shelter locations include:

1. Manhattan Beach Middle School
2. Mira Costa High School

### ***Damage/Safety Assessment***

Initial damage assessments will be made by the Manhattan Beach Fire Department. As soon as possible following an earthquake event, a Safety Assessment is conducted on occupied buildings and pre - designated essential facilities such as hospitals, key bridges, public safety facilities, occupied structures, access roads, bridges and utilities. The assessment involves an immediate visual inspection by Assessment Teams to identify unsafe structures/areas and obvious hazards. Unsafe structures are evacuated immediately, hazardous conditions are secured, and occupied buildings are posted as Unsafe, Restricted Use or Inspected, as indicated.

### ***Persons with Disabilities or Access and Functional Needs***

Persons with disabilities and access of functional needs may be disproportionately affected as a result of a tsunami or its aftermath, such as extended power outages or lack of access to needed services. All City departments will make special efforts to identify and locate such persons and to assure they receive appropriate assistance. The City may request the assistance of non-governmental organizations, such as faith-based organizations to identify and provide assistance as needed.

### ***Area Re-entry***

Evacuated areas must remain closed to the public until after the threat of a Tsunami no longer exists and local authorities announce an "all clear" . Residents should enter through control points to ensure that safety and sanitary precautions are provided. Local authorities will control re-entry via media releases, evacuation/staging area coordination, and modification of closure levels at Traffic Control Points.



### **Recovery**

Recovery actions will be initiated immediately following the tsunami and initial actions to preserve life and property. Recovery actions will include the restoration of public utilities including water, power, sewer, gas and trash; restoration of City facilities and services; requests for cost reimbursement from the state, FEMA, and insurers; and coordination with county, state and Federal authorities to assist families and businesses affected. Recovery following a disaster can take anywhere from months to years, depending on the severity of the event.

### **Direction, Control and Coordination**

#### **Overall Direction**

The Mayor and City Council, with the assistance of the City Manager will provide overall policy direction for response and recovery from a tsunami. If activated, the EOC will coordinate response and recovery operations. If the EOC is not activated, the Emergency Services Coordinator, or designee, will coordinate operations.

#### **Information Direction and Dissemination**

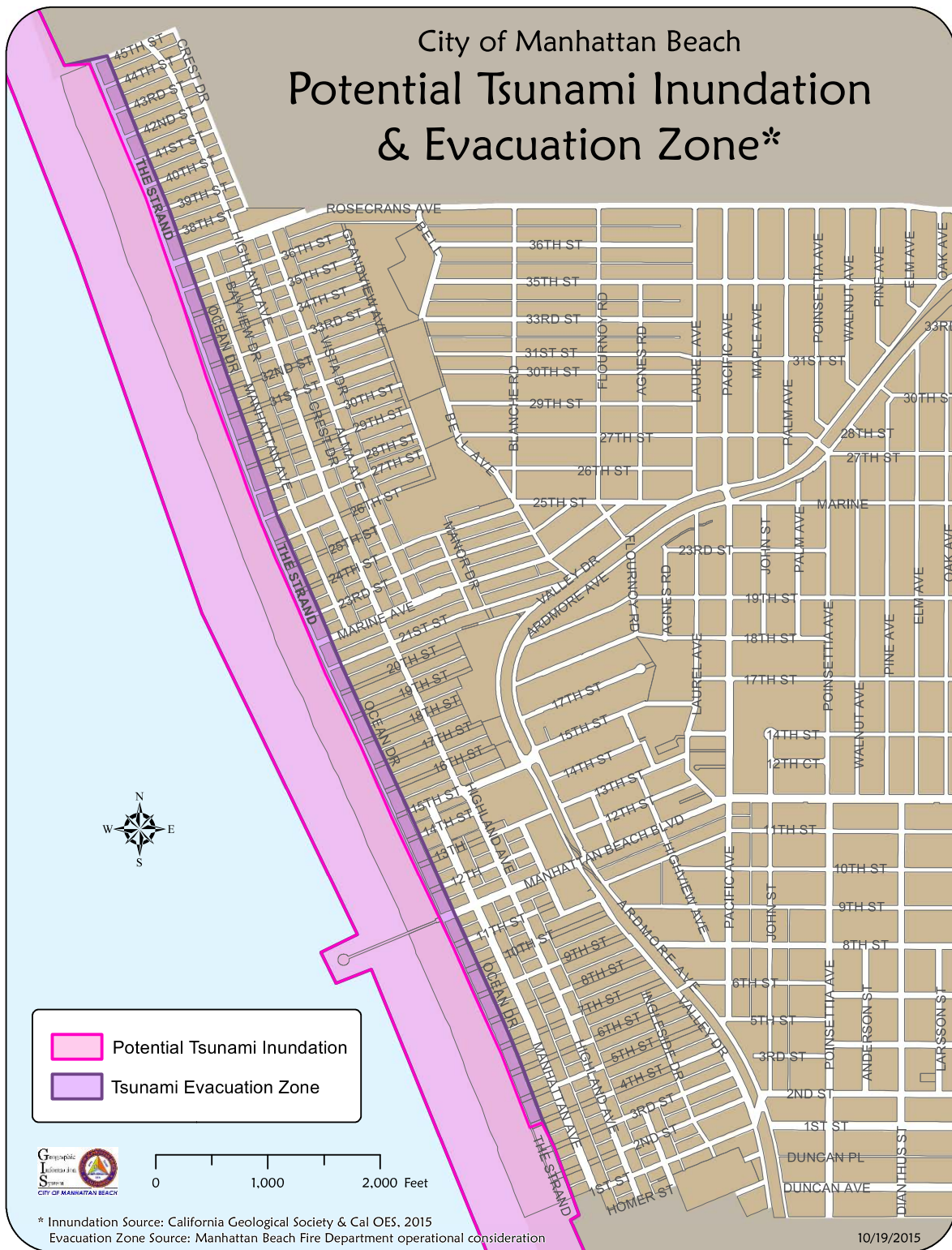
The collection and dissemination of information from field units and department operations centers will be coordinated by the EOC. Dissemination of information to the public will be as directed by the Office of the City Manager.

#### **Development and Maintenance of the Annex**

The responsibility for development and maintenance of this annex is the responsibility of the Emergency Services Coordinator, or designee. This Annex will be reviewed at least annually, or following an actual severe weather emergency, and updated as necessary.



Figure 9: City of Manhattan Beach Potential Tsunami Inundation & Evacuation Zone





### **Annex 3: Adverse Weather**

#### **Purpose, Scope, Situation and Assumptions**

##### **Purpose**

The purpose of this Annex is to define the actions and roles necessary to provide a coordinated response within the City of Manhattan Beach to severe weather incidents. This Annex provides guidance to all City departments and agencies of the City of Manhattan Beach including emergency assignments before, during and following severe weather emergencies, and provides for the systematic integration of emergency resources. This Annex addresses the City of Manhattan Beach' s planned response to extraordinary emergency situations associated with severe weather incidents. The Annex does not address normal day-to-day emergencies or the well-established and routine procedures used in coping with such emergencies. Instead, the operational concepts reflected in this Annex focus on potential large-scale severe weather incidents, which can generate unique situations requiring unusual emergency responses. Such incidents pose major threats to life, the environment and property and can impact the well-being of large numbers of people.

This Annex integrates regulations pertaining to California' s Standardized Emergency Management System (SEMS), while meeting the requirements of the concepts and principles established in federal National Incident Management System (NIMS) regulations, including Homeland Security Presidential Directive 8 (HSPD-8) and the National Response Framework (NRF).

##### **Scope**

This Annex describes the response taken by the City of Manhattan Beach to prepare and mitigate the effects of potential significant severe weather events. Included in this annex is the Concept of Operations including departmental/agency roles and responsibilities.

##### **Situation Overview**

The City of Manhattan Beach Community Profile, Geography and Natural Features, and Demographics are described in the Basic Plan.

##### **Hazard Profile**



The City of Manhattan Beach is subject to a number of potential Severe Weather hazards, including:

1. High Winds. High winds may result from severe storms emanating from inland or from the Pacific Ocean, and Santa Ana conditions (hot, strong westerly winds). High winds can damage structures, fell trees, and power lines.
2. Hail Storms. Southern California has experienced several severe hailstorms in the recent past, including coastal areas.
3. Tornadoes/water spouts. While usually of lower magnitudes (F1, F2), tornadoes occur on a relatively frequent basis in Southern California, and can cause serious structural damage, personal injury, and loss of life. Occasional waterspouts occur offshore, which may threaten boaters and swimmers.
4. Local Flooding. Heavy rainfall poses a threat of local flooding if the storm drainage system is overwhelmed.
5. High Water. Ocean storms, coupled with high tides, have the potential to cause flooding in low-lying areas of the City.



## Planning Assumptions

1. Effective prediction and warning systems have been established that make it possible to anticipate certain severe weather occurrences. However, severe weather conditions may occur with little or no warning.
2. It is assumed that severe weather may create emergency conditions within the City of Manhattan Beach and/or surrounding jurisdictions that necessitate that City departments and agencies take emergency response and recovery actions.
3. City departments and agencies will develop emergency plans and standard operating procedures for severe weather incidents.
4. The City's EOC will be activated if injury loss of life, or property damage has occurred, or is anticipated to occur as a result of severe weather conditions. If activated, the EOC will coordinate response actions undertaken by City departments and agencies, as well as any outside assistance that may be provided.
5. If response to a severe weather incident which exceeds City resources, the City will request mutual aid in accordance with SEMS and procedures described in the Basic Plan.
6. In the event of a catastrophic severe weather event, the City may have to rely on its own resources for an extended period of time before outside assistance is available.
7. Severe weather may result in damage to infrastructure, loss of utilities (gas, water, electricity), and street closures that hamper response operations.

## Concept of Operations

### Response

This annex becomes effective when Manhattan Beach receives notification of an impending or occurring severe weather event. The sequence of operational activities for a severe weather event is detailed below:

#### *Early Warning*

Upon being informed that a potential severe weather incident is imminent, all City departments will take immediate steps to secure and protect personnel, equipment and structures, and activate emergency plans and procedures as applicable. Off duty personnel will be recalled as needed. In the event that an alert or warning of potential





severe weather is received the Emergency Services Coordinator, or designated official, will:

1. Analyze the potential hazard and possible consequences
2. Determine protective actions
3. Determine the need for, content for, and media/systems to be used for public warning
4. Determine if the EOC should be activated

### ***Immediate Response***

City departments will respond in accordance with departmental emergency action plans and/or standard operating procedures. The priorities for immediate response are to protect life; reduce/mitigate property damage; and eliminate or mitigate hazards that pose a threat to life and property. Immediate response will include, but not be limited to:

1. Search and Rescue operations
2. Fire suppression
3. Evacuation of threatened or hazardous structures or areas
4. Traffic control
5. Maintenance of public order

### ***Damage/Safety Assessment***

As soon as practical the Fire Department, assisted by the Community Development Department will conduct an initial damage assessment to include critical facilities, hospitals, nursing homes and other care facilities, infrastructure, utilities and occupied structures. The inspections will involve an immediate visual inspection by Inspection Teams to identify unsafe structures/areas and obvious hazards. Unsafe structures/areas will be evacuated immediately and hazardous conditions secured. The results of the inspection will be reported to the EOC. Follow up and/or more detailed assessments will be conducted as required and as time and resources permit.

### ***Shelters***



If persons are, or are expected to be dislocated from dwellings, the City may request the Red Cross to activate emergency shelters. Designated shelter locations include:

1. Manhattan Beach Middle School
2. Mira Costa High School

#### ***Persons with Disabilities or Access and Functional Needs***

Persons with disabilities or other access and functional needs may be disproportionately affected by severe weather or its aftermath, such as extended power outages or lack of access to needed services. All City departments will make special efforts to identify and locate such persons and to assure they receive appropriate assistance. The City may request the assistance of non-governmental organizations, such as faith-based organizations to identify and provide assistance as needed.

#### ***On-Going Response Operations***

On-going response operations will be coordinated by the EOC, if activated, or the Emergency Services Coordinator, or designee, if not activated.

### **Recovery**

Once initial response activities have been activated and damage assessments are conducted, the Finance Department will initiate recovery operations. Recovery operations may include, but not be limited to:

1. Restoration of city facilities and services
2. Assembly of financial records to support requests for reimbursement from the state, FEMA, and/or insurance providers
3. Working with outside utility providers (electricity, gas, telephone) to coordinate and facilitate the expeditious restoration of services and facilities
4. Working with the Operational Area and/or OES to establish a center for the provision of information and services to individuals, families, and business owners who have been adversely affected

### **Assignment of Responsibilities**



Primary and Support functional responsibilities for City departments and agencies are described in the Basic Plan.

### **Direction, Control and Coordination**

#### **Overall Direction**

The Mayor and City Council, with the assistance of the City Manager will provide overall policy direction for response and recovery from severe weather emergencies. If activated, the EOC will coordinate response and recovery operations. If the EOC is not activated, the Emergency Services Coordinator, or designee, will coordinate operations.

#### **Information Direction and Dissemination**

The collection and dissemination of information from field units and department operations centers will be coordinated by the EOC. Dissemination of information to the public will be as directed by the Office of the City Manager.

#### **Development and Maintenance of the Annex**

The responsibility for development, maintenance and update of this annex is the responsibility of the Emergency Services Coordinator, or designee. This Annex will be reviewed at least annually, or following an actual severe weather emergency, and updated as necessary.



**Agenda Date:** 7/5/2017

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Anne McIntosh, Community Development Director  
Stephanie Katsouleas, Public Works Director  
Sanford Taylor, Information Technology Director  
George Gabriel, Management Analyst

**SUBJECT:**

Letter of Opposition Regarding Senate Bill 649 - Wireless "Small Cell" Communication Facilities Discretionary Review (Community Development Director McIntosh, Public Works Director Katsouleas and Information Technology Director Taylor).

**OPPOSE LEGISLATION**

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**RECOMMENDATION:**

Staff recommends that the City Council write a letter opposing Senate Bill (SB) 649 to the California State Assembly, State Senator Ben Hueso, the Committee on Communications & Conveyance, and the League of California Cities.

**FISCAL IMPLICATIONS:**

No fiscal implications associated with the recommended action but if the bill passes, it may hinder potential revenue the City generates in the future.

**BACKGROUND:**

Authored by State Senator Ben Hueso (D-40-San Diego), Senate Bill (SB) 649 proposes to reduce local control and fees over small cell siting in the public right-of-way. This bill grants cell providers access to locally owned infrastructure within the public right-of-way and in commercial and industrial zones and prohibits local discretionary zoning review.

Proponents have noted that SB 649 streamlines the regulatory process for small cell antennas and decreases gaps in cell phone coverage.

For purposes of this summary, "small cell" is defined as wireless telecommunications equipment used by cell providers to provide cell service.

Specifically, this bill:

1. Establishes that a small cell is a permitted use not subject to a city or county discretionary zoning review or discretionary permit if it satisfies the following requirements:
  - a. Complies with all applicable state and local health and safety regulations.
  - b. Is not located within the coastal zone or a fire department facility.
  - c. Is located in the public right-of-way in any zone or in any zone that includes a commercial or industrial use.
2. Grants cell providers nondiscriminatory and nonexclusive access to locally owned utility poles, street lights, and other suitable host infrastructure located within the public right-of-way and in other local public places such as stadiums, parks, campuses, hospitals, transit stations, and public buildings consistent with all applicable state and local health and safety requirements.
3. Requires local governments to renew expiring permits for cell facilities that have maintained compliance with use conditions adopted at the time the cell site was originally approved.
4. Permits local governments to charge wireless permit fees that are nondiscriminatory and cost based.
5. Permits local governments to charge 3 types of fees: an annual administrative permit fee (not to exceed \$250), an annual attachment rate (i.e. leasing fee), or one-time reimbursement fee (to perform cell site rearrangements).

For reference, staff has included a breakdown of notable supporters and opposition to the bill.

#### Notable Supporters

AT&T, Berkeley Chamber of Commerce, Long Beach Area Chamber of Commerce, Orange County Business Council, Sprint, and Verizon.

#### Notable Opponents

League of California Cities, American Planning Association, California State Association of Counties, Protect our Local Streets Coalition, City of Hermosa Beach, City of Torrance, City of Palos Verdes Estates, and over 100+ California Cities.

#### Bill Status

Senate Bill 649 passed the California State Senate (32-1) and is now being reviewed by the California State Assembly. The bill has been referred to the Committee on Local Governance and the Assembly Committee on Communications & Conveyance. On June 28, 2017 the Assembly Committee on Local Governance passed the bill (6-1-1). The bill is now scheduled to be heard at the Assembly Committee on Communications & Conveyance. As of June 28, 2017 a hearing has not been scheduled.

#### **DISCUSSION:**

In establishing a statewide framework for small cell deployment, this bill establishes limitations on the process, procedures, costs, and abilities of local governments to permit small cell facilities. The City of Manhattan Beach currently regulates the installation and operation of wireless telecommunications facilities, including small cells, within the public

right-of-way and on public and private properties citywide (Ordinance No. 2075).

After preliminary review of the Community Development Director, Public Works Director, and Information Technology Director, and the City Manager's Office, staff has raised the following concerns of the bill:

1. The bill removes a local government's ability to condition the aesthetics of proposed facilities.
2. While the bill exempts coastal zones, a sizable portion of the City is not exempt to the bill.
3. Eliminates view impacts as a reason to deny a particular location, a potential concern to many Manhattan Beach residents.
4. Lack of language included in bill to address potential antenna blight, technology concealment with the use of smart devices, and the rights of municipalities where the small antennas could have impacts.
5. Potentially significant fiscal implications on fees generated from permits required to process applications from network providers.
6. Potentially significant fiscal implications on ability to generate revenue from streetlights that are in the beginning phases of acquisition from Southern California Edison.

At this current time, the City of Manhattan Beach has less than ten permitted small-cell wireless installations in the City. However, the City has approximately 75 applications pending review. Therefore, staff recommends opposing the bill to ensure the pending applications undergo a process that does not limit the City's discretionary review.

**POLICY ALTERNATIVE:**

**ALTERNATIVE:**

No Action

**PROS:**

- No staff resources dedicated to bill opposition.

**CONS:**

- Opposition to bill not advocated by City of Manhattan Beach.

**PUBLIC OUTREACH/INTEREST:**

After analysis, staff determined that public outreach was not required for this issue.

**LEGAL REVIEW**

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

**Attachment:**

1. Senate Bill 649

AMENDED IN ASSEMBLY JUNE 20, 2017

AMENDED IN SENATE MAY 2, 2017

AMENDED IN SENATE MARCH 28, 2017

**SENATE BILL**

**No. 649**

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**Introduced by Senator Hueso**

(Principal coauthor: Assembly Member Quirk)

**(Coauthor: Senator Dodd)**

*(Coauthor: Assembly Member Dababneh)*

February 17, 2017

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An act to amend Section 65964 of, and to add ~~Section~~ *Sections* 65964.2 and 65964.5 to, the Government Code, relating to telecommunications.

LEGISLATIVE COUNSEL'S DIGEST

SB 649, as amended, Hueso. Wireless telecommunications facilities.

Under existing law, a wireless telecommunications collocation facility, as specified, is subject to a city or county discretionary permit and is required to comply with specified criteria, but a collocation facility, which is the placement or installation of wireless facilities, including antennas and related equipment, on or immediately adjacent to that wireless telecommunications collocation facility, is a permitted use not subject to a city or county discretionary permit.

This bill would provide that a small cell is a permitted use, subject only to a specified permitting process adopted by a city or county, if the small cell meets specified requirements. By imposing new duties on local agencies, this bill would impose a state-mandated local program. The bill would authorize a city or county to require an encroachment permit or a building permit, and any additional ministerial permits, for



a small cell, as specified. *The bill would authorize a city or county to charge 3 types of fees: an annual administrative permit fee, an annual attachment rate, or a on-time reimbursement fee. The bill would require the city or county to comply with notice and hearing requirements before imposing the annual attachment rate. The bill would require an action or proceeding to challenge a fee imposed under the provisions of this bill to be commenced within 120 days of the effective date of the ordinance or resolution. The bill would define the term “small cell” for these purposes.*

*This bill would prohibit a city or county from adopting or enforcing any regulation on the placement or operation of a communications facility in the rights-of-way by a provider that is authorized by state law to operate in the rights-of-way or from regulating that service or imposing any tax, fee, or charge, except as provided in specified provisions of law or as specifically required by law.*

Under existing law, a city or county, as a condition of approval of an application for a permit for construction or reconstruction of a development project for a wireless telecommunications facility, may not require an escrow deposit for removal of a wireless telecommunications facility or any component thereof, unreasonably limit the duration of any permit for a wireless telecommunications facility, or require that all wireless telecommunications facilities be limited to sites owned by particular parties within the jurisdiction of the city or county, as specified.

This bill would require permits for these facilities to be renewed for equivalent durations, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. The Legislature finds and declares that, to ensure
- 2 that communities across the state have access to the most advanced
- 3 ~~wireless~~ communications technologies and the transformative
- 4 solutions that robust wireless *and wireline* connectivity enables,

1 such as Smart Communities and the Internet of Things, California  
2 should work in coordination with federal, state, and local officials  
3 to create a statewide framework for the deployment of advanced  
4 wireless communications infrastructure in California that does all  
5 of the following:

6 (a) Reaffirms local governments' historic role and authority  
7 with respect to ~~wireless~~ wireless communications infrastructure siting and  
8 construction generally.

9 (b) Reaffirms that deployment of telecommunications facilities  
10 in the rights-of-way is a matter of statewide concern, subject to a  
11 statewide franchise, and that expeditious deployment of  
12 telecommunications networks generally is a matter of both  
13 statewide and national concern.

14 (c) Recognizes that the impact on local interests from individual  
15 small wireless facilities will be sufficiently minor and that such  
16 deployments should be a permitted use statewide and should not  
17 be subject to discretionary zoning review.

18 (d) Requires expiring permits for these facilities to be renewed  
19 so long as the site maintains compliance with use conditions  
20 adopted at the time the site was originally approved.

21 (e) Requires providers to obtain all applicable building or  
22 encroachment permits and comply with all related health, safety,  
23 and objective aesthetic requirements for small wireless facility  
24 deployments on a ministerial basis.

25 (f) Grants providers fair, reasonable, nondiscriminatory, and  
26 nonexclusive access to locally owned utility poles, streetlights,  
27 and other suitable host infrastructure located within the public  
28 ~~right-of-way~~ *rights-of-way* and in other local public places such  
29 as stadiums, parks, campuses, hospitals, transit stations, and public  
30 buildings consistent with all applicable health and safety  
31 requirements, including Public Utilities Commission General Order  
32 95.

33 (g) Provides for full recovery by local governments of the costs  
34 of attaching small wireless facilities to utility poles, streetlights,  
35 and other suitable host infrastructure in a manner that is consistent  
36 with existing federal and state laws governing utility pole  
37 attachments generally.

38 (h) Permits local governments to charge wireless permit fees  
39 that are fair, reasonable, nondiscriminatory, and cost based.

1 (i) Advances technological and competitive neutrality while not  
2 adding new requirements on competing providers that do not exist  
3 today.

4 SEC. 2. Section 65964 of the Government Code is amended  
5 to read:

6 65964. As a condition of approval of an application for a permit  
7 for construction or reconstruction for a development project for a  
8 wireless telecommunications facility, as defined in Section 65850.6,  
9 a city or county shall not do any of the following:

10 (a) Require an escrow deposit for removal of a wireless  
11 telecommunications facility or any component thereof. However,  
12 a performance bond or other surety or another form of security  
13 may be required, so long as the amount of the bond security is  
14 rationally related to the cost of removal. In establishing the amount  
15 of the security, the city or county shall take into consideration  
16 information provided by the permit applicant regarding the cost  
17 of removal.

18 (b) Unreasonably limit the duration of any permit for a wireless  
19 telecommunications facility. Limits of less than 10 years are  
20 presumed to be unreasonable absent public safety reasons or  
21 substantial land use reasons. However, cities and counties may  
22 establish a build-out period for a site. A permit shall be renewed  
23 for an equivalent ~~duration~~ *durations* unless the city or county makes  
24 a finding that the wireless telecommunications facility does not  
25 comply with the codes and permit conditions applicable at the time  
26 the permit was initially approved.

27 (c) Require that all wireless telecommunications facilities be  
28 limited to sites owned by particular parties within the jurisdiction  
29 of the city or county.

30 SEC. 3. Section 65964.2 is added to the Government Code, to  
31 read:

32 65964.2. (a) A small cell shall be a permitted use subject only  
33 to a permitting process adopted by a city or county pursuant to  
34 subdivision (b) if it satisfies the following requirements:

35 (1) The small cell is located in the public ~~right-of-way~~  
36 *rights-of-way* in any zone or in any zone that includes a commercial  
37 or industrial use.

38 (2) The small cell complies with all applicable federal, state,  
39 and local health and safety regulations, including ~~compliance with~~

1 the federal Americans with Disabilities Act of 1990 (42 U.S.C.  
2 Sec. 12101 et seq.).

3 (3) The small cell is not located on a fire department facility.

4 (b) (1) A city or county may require that the small cell be  
5 approved pursuant to a building permit or its functional equivalent  
6 in connection with placement outside of the public ~~right-of-way~~  
7 *rights-of-way* or an encroachment permit or its functional  
8 equivalent issued consistent with Sections 7901 and 7901.1 of the  
9 Public Utilities Code for the placement in public rights-of-way,  
10 and any additional ministerial permits, provided that all permits  
11 are issued within the timeframes required by state and federal law.

12 (2) Permits issued pursuant to this subdivision may be subject  
13 to the following:

14 (A) The same ~~administrative~~ permit requirements as for similar  
15 construction projects and applied in a nondiscriminatory manner.

16 (B) A requirement to submit additional information showing  
17 that the small cell complies with the Federal Communications  
18 Commission’s regulations concerning radio frequency emissions  
19 referenced in Section 332(c)(7)(B)(iv) of Title 47 of the United  
20 States Code.

21 (C) A condition that the applicable permit may be rescinded if  
22 construction is not substantially commenced within one year.  
23 Absent a showing of good cause, an applicant under this section  
24 may not renew the permit or resubmit an application to develop a  
25 small cell at the same location within six months of ~~reversion~~  
26 *rescission*.

27 (D) A condition that small cells no longer used to provide  
28 service shall be removed at no cost to the city or county.

29 (E) Compliance with building codes, including building code  
30 structural requirements.

31 (F) A condition that the applicant pay all electricity costs  
32 associated with the operation of the small cell.

33 (G) A condition to comply with feasible design and collocation  
34 standards on a small cell to be installed on property not in the  
35 ~~right-of-way~~ *rights-of-way*.

36 (3) Permits issued pursuant to this subdivision shall not be  
37 subject to:

38 (A) Requirements to provide additional services, directly or  
39 indirectly, including, but not limited to, in-kind contributions from  
40 the applicant such as reserving fiber, conduit, or pole space.

1 (B) The submission of any additional information other than  
2 that required of similar construction projects, except as specifically  
3 provided in this section.

4 (C) Limitations on routine maintenance or the replacement of  
5 small cells with small cells that are substantially similar, the same  
6 size or smaller.

7 (D) The regulation of any micro wireless facilities mounted on  
8 a span of wire.

9 *(4) Notwithstanding any other provision of this section, a city  
10 or county shall not impose permitting requirements or fees on the  
11 installation, placement, maintenance, or replacement of micro  
12 wireless facilities that are suspended, whether embedded or  
13 attached, on cables or lines that are strung between existing utility  
14 poles in compliance with state safety codes.*

15 (c) A city or county shall not preclude the leasing or licensing  
16 of its vertical infrastructure located in public ~~right-of-way~~  
17 *rights-of-way* or public utility easements under the terms set forth  
18 in this ~~paragraph~~ *subdivision*. Vertical infrastructure shall be made  
19 available for the placement of small cells under fair and reasonable  
20 fees, *subject to the requirements in subdivision (d)*, terms, and  
21 conditions, which may include feasible design and collocation  
22 standards. A city or county may reserve capacity on vertical  
23 infrastructure if the city or county adopts a resolution finding,  
24 based on substantial evidence in the record, that the capacity is  
25 needed for projected city or county uses. ~~Fees shall be tiered or  
26 flat and within a range of \$100 to \$850 per small cell per year,  
27 indexed for inflation from the effective date of this section.~~

28 (d) (1) A city or county may charge the following fees:

29 (A) An annual administrative permit fee not to exceed two  
30 hundred fifty dollars (\$250) for each small cell attached to city or  
31 county vertical infrastructure.

32 (B) An annual attachment rate that does not exceed an amount  
33 resulting from the following requirements:

34 (i) The city or county shall calculate the rate by multiplying the  
35 percentage of the total usable space that would be occupied by  
36 the attachment by the annual costs of ownership of the vertical  
37 infrastructure and its anchor, if any.

38 (ii) The city or county shall not levy a rate that exceeds the  
39 estimated amount required to provide use of the vertical  
40 infrastructure for which the annual recurring rate is levied. If the

1 rate creates revenues in excess of actual costs, the city or county  
2 shall use those revenues to reduce the rate.

3 (iii) For purposes of this subparagraph:

4 (I) "Annual costs of ownership" means the annual capital costs  
5 and annual operating costs of the vertical infrastructure, which  
6 shall be the average costs of all similar vertical infrastructure  
7 owned or controlled by the city or county. The basis for the  
8 computation of annual capital costs shall be historical capital  
9 costs less depreciation. The accounting upon which the historical  
10 capital costs are determined shall include a credit for all  
11 reimbursed capital costs. Depreciation shall be based upon the  
12 average service life of the vertical infrastructure. Annual cost of  
13 ownership does not include costs for any property not necessary  
14 for use by the small cell.

15 (II) "Usable space" means the space above the minimum grade  
16 that can be used for the attachment of antennas and associated  
17 ancillary equipment.

18 (C) A one-time reimbursement fee for actual costs incurred by  
19 the city or county for rearrangements performed at the request of  
20 the small cell provider.

21 (2) A city or county shall comply with the following before  
22 adopting or increasing the rate described in subparagraph (B) of  
23 paragraph (1):

24 (A) At least 14 days before the hearing described in  
25 subparagraph (C), the city or county shall provide notice of the  
26 time and place of the meeting, including a general explanation of  
27 the matter to be considered.

28 (B) At least 10 days before the hearing described in  
29 subparagraph (C), the city or county shall make available to the  
30 public data indicating the cost, or estimated cost, to make vertical  
31 structures available for use under this section if the city or county  
32 adopts or increases the proposed rate.

33 (C) The city or county shall, as a part of a regularly scheduled  
34 public meeting, hold at least one open and public hearing at which  
35 time the city or county shall permit the public to make oral or  
36 written presentations relating to the rate. The city or county shall  
37 include a description of the rate in the notice and agenda of the  
38 public meeting in accordance with the Ralph M. Brown Act  
39 (Chapter 9 (commencing with Section 54950.5) of Part 1 of  
40 Division 2 of Title 5).

1 (D) *The city or county may approve the ordinance or resolution*  
2 *to adopt or increase the rate at a regularly scheduled open meeting*  
3 *that occurs at least 30 days after the initial public meeting*  
4 *described in subparagraph (C).*

5 (3) *A judicial action or proceeding to attack, review, set aside,*  
6 *void, or annul an ordinance or resolution adopting, or increasing,*  
7 *a fee described in this subdivision, shall be commenced within 120*  
8 *days of the effective date of the ordinance or resolution adopting*  
9 *or increasing the fee. A city or county or interested person shall*  
10 *bring an action described in this paragraph pursuant to Chapter*  
11 *9 (commencing with Section 860) of Title 10 of Part 2 of the Code*  
12 *of Civil Procedure in a court of competent jurisdiction.*

13 (4) *This subdivision does not prohibit a wireless service provider*  
14 *and a city or county from mutually agreeing to an annual*  
15 *administrative permit fee or attachment rate that is less than the*  
16 *fees or rates established above.*

17 ~~(d)~~

18 (e) *A city or county shall not discriminate against the*  
19 *deployment of a small cell on property owned by the city or county*  
20 *and shall make space available on property not located in the public*  
21 ~~*right-of-way*~~ *rights-of-way under terms and conditions that are no*  
22 *less favorable than the terms and conditions under which the space*  
23 *is made available for comparable commercial projects or uses.*  
24 *These installations shall be subject to reasonable and*  
25 *nondiscriminatory rates, terms, and conditions, which may include*  
26 *feasible design and collocation standards.*

27 ~~(e) Nothing in this section shall be construed to~~

28 (f) *This section does not alter, modify, or amend any franchise*  
29 *or franchise requirements under state or federal law, including*  
30 *Section 65964.5.*

31 ~~(f)~~

32 (g) *For purposes of this section, the following terms have the*  
33 *following meanings:*

34 (1) *“Micro wireless facility” means a small cell that is no larger*  
35 *than 24 inches long, 15 inches in width, 12 inches in height, and*  
36 *that has an exterior antenna, if any, no longer than 11 inches.*

37 ~~(1)~~

38 (2) (A) *“Small cell” means a wireless telecommunications*  
39 *facility, as defined in paragraph (2) of subdivision (d) of Section*

1 65850.6, ~~using or a wireless facility that uses~~ licensed or unlicensed  
2 spectrum *and* that meets the following qualifications:

3 (i) ~~All antennas~~ *The small cell antennas* on the structure,  
4 excluding the associated equipment, total no more than six cubic  
5 feet in volume, whether ~~in a single an~~ array or separate.

6 ~~(ii) (I) The associated equipment on pole structures does not~~  
7 ~~exceed 21 cubic feet provided that any individual piece of~~  
8 ~~associated equipment or pole structures do not exceed nine cubic~~  
9 ~~feet.~~

10 *(ii) Any individual piece of associated equipment on pole*  
11 *structures does not exceed nine cubic feet.*

12 *(iii) The cumulative total of associated equipment on pole*  
13 *structures does not exceed 21 cubic feet.*

14 *(iv) The cumulative total of any ground-mounted equipment*  
15 *along with the associated equipment on any pole or nonpole*  
16 *structure does not exceed 35 cubic feet.*

17 ~~(H)~~

18 (v) The following types of associated ancillary equipment are  
19 not included in the calculation of equipment volume:

20 ~~(ia)~~

21 *(I) Electric meters and any required pedestal.*

22 ~~(ib)~~

23 *(II) Concealment elements.*

24 ~~(ic)~~

25 *(III) Any telecommunications demarcation box.*

26 ~~(id)~~

27 *(IV) Grounding equipment.*

28 ~~(ie)~~

29 *(V) Power transfer switch.*

30 ~~(if)~~

31 *(VI) Cutoff switch.*

32 ~~(ig)~~

33 *(VII) Vertical cable runs for the connection of power and other*  
34 *services.*

35 *(VIII) Equipment concealed within an existing building or*  
36 *structure.*

37 (B) "Small cell" includes a micro wireless ~~facility that is no~~  
38 ~~larger than 24 inches long, 15 inches in width, 12 inches in height,~~  
39 ~~and that has an exterior antenna, if any, no longer than 11 inches.~~  
40 *facility.*



1 (C) “Small cell” does not include either of the following:

2 (i) ~~Coaxial or fiber optic cables that do not exclusively provide~~

3 ~~service to that small cell.~~

4 (i) *Wireline backhaul facility, which is defined to mean a facility*

5 *used for the transport of communications data by wire from*

6 *wireless facilities to a network.*

7 (ii) *Coaxial or fiber optic cables that are not immediately*

8 *adjacent to or directly associated with a particular antenna or*

9 *collocation.*

10 ~~(ii)~~

11 (iii) *Wireless facilities placed in any historic district listed in*

12 *the National Park Service Certified State or Local Historic Districts*

13 *or in any historical district listed on the California Register of*

14 *Historical Resources or placed in coastal zones subject to the*

15 *jurisdiction of the California Coastal Commission.*

16 (iv) *The underlying vertical infrastructure.*

17 ~~(2)~~

18 (3) (A) “Vertical infrastructure” means all poles or similar

19 facilities owned or controlled by a city or county that are in the

20 ~~public right-of-way~~ *rights-of-way* or public utility easements and

21 meant for, or used in whole or in part for, communications service,

22 electric service, lighting, traffic control, or similar functions.

23 (B) For purposes of this paragraph, the term “controlled” means

24 having the right to allow subleases or sublicensing. A city or county

25 may impose feasible design or collocation standards for small cells

26 placed on vertical infrastructure, including the placement of

27 associated equipment on the vertical infrastructure or the ground.

28 ~~(g)~~

29 (h) *Existing agreements between a wireless service provider,*

30 *or its agents and assigns, and a city, a county, or a city or county’s*

31 *agents and assigns, regarding the leasing or licensing of vertical*

32 *infrastructure entered into prior to before the effective operative*

33 *date of this section remain in effect, subject to applicable*

34 *termination provisions. The operator of a small cell may accept*

35 *the rates of this section for small cells that are the subject of an*

36 *application submitted after the agreement is terminated pursuant*

37 *to the terms of the agreement. or other provisions in the existing*

38 *agreement, or unless otherwise modified by mutual agreement of*

39 *the parties. A wireless service provider may require the rates of*

40 *this section for new small cells sites that are deployed after the*

1 *operative date of this section in accordance with applicable change*  
2 *of law provisions in the existing agreements.*

3 ~~(h)~~

4 (i) Nothing in this section shall be construed to *authorize or*  
5 *impose an obligation to charge a use fee different than those that*  
6 *authorized by Part 2 (commencing with Section 9510) of Division*  
7 *4.8 of the Public Utilities Code on a local publicly owned electric*  
8 *utility.*

9 (j) *This section does not change or remove any obligation by*  
10 *the owner or operator of a small cell to comply with a local*  
11 *publicly owned electric utility's reasonable and feasible safety,*  
12 *reliability, and engineering policies.*

13 (k) *A city or county shall consult with the utility director of a*  
14 *local publicly owned electric utility when adopting an ordinance*  
15 *or establishing permitting processes consistent with this section*  
16 *that impact the local publicly owned electric utility.*

17 (l) *Except as provided in subdivisions (a) and (b), nothing in*  
18 *this section shall be construed to modify the rules and*  
19 *compensation structure that have been adopted for an attachment*  
20 *to a utility pole owned by an electrical corporation or telephone*  
21 *corporation, as those terms are defined in Section 216 of the Public*  
22 *Utilities Code pursuant to state and federal law, including, but*  
23 *not limited to, decisions of the Public Utility Commission adopting*  
24 *rules and a compensation structure for an attachment to a utility*  
25 *pole owned by an electrical corporation or telephone corporation,*  
26 *as those terms are defined in Section 216 of the Public Utilities*  
27 *Code.*

28 (m) *Nothing in this section shall be construed to modify any*  
29 *applicable rules adopted by the Public Utilities Commission,*  
30 *including General Order 95 requirements, regarding the*  
31 *attachment of wireless facilities to a utility pole owned by an*  
32 *electrical corporation or telephone corporation, as those terms*  
33 *are defined in Section 216 of the Public Utilities Code*

34 ~~(i)~~

35 (n) *The Legislature finds and declares that small cells, as defined*  
36 *in this section, have a significant economic impact in California*  
37 *and are not a municipal affair as that term is used in Section 5 of*  
38 *Article XI of the California Constitution, but are a matter of*  
39 *statewide concern.*

1     *SEC. 4. Section 65964.5 is added to the Government Code, to*  
 2     *read:*  
 3     *65964.5. Except as provided in Sections 65964, 65964.2, and*  
 4     *65850.6, or as specifically required by state law, a city or county*  
 5     *may not adopt or enforce any regulation on the placement or*  
 6     *operation of communications facilities in the rights-of-way by a*  
 7     *provider authorized by state law to operate in the rights-of-way,*  
 8     *and may not regulate any communications services or impose or*  
 9     *collect any tax, fee, or charge not specifically authorized under*  
 10    *state law.*

11    ~~SEC. 4.~~  
 12    *SEC. 5. No reimbursement is required by this act pursuant to*  
 13    *Section 6 of Article XIII B of the California Constitution because*  
 14    *a local agency or school district has the authority to levy service*  
 15    *charges, fees, or assessments sufficient to pay for the program or*  
 16    *level of service mandated by this act, within the meaning of Section*  
 17    *17556 of the Government Code.*

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**Agenda Date:** 7/5/2017

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Bruce Moe, Finance Director

Anne McIntosh, Community Development Director

**SUBJECT:**

Commission Minutes:

This Item Contains Minutes of the following City Commission and Subcommittee Meetings:

- a) Planning Commission Action Meeting Minutes of June 14, 2017 (Community Development Director McIntosh)
- b) Finance Subcommittee Meeting Minutes of June 15, 2017 (Finance Director Moe).

**INFORMATION ITEM ONLY**

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The attached minutes are for information only:

1. Planning Commission Action Meeting Minutes of June 14, 2017
2. Finance Subcommittee Meeting Minutes of June 15, 2017



**CITY OF MANHATTAN BEACH  
PLANNING COMMISSION MEETING ACTION MINUTES**

**June 14, 2017      Council Chambers – 1400 Highland Avenue      6:30 P.M.**

Final Decisions Made Tonight Will be Scheduled for City Council Review at a Later Date  
(Unless otherwise stated at the meeting)

1. CALL MEETING TO ORDER **6:30 p.m.**
2. PLEDGE TO FLAG
3. ROLL CALL **Ortmann, Seville-Jones, Burkhalter, Morton; Apostol absent**
4. AUDIENCE PARTICIPATION **(3-Minute Limitation)      None**  
The public may address the Commission regarding any item of City business not on the agenda.
5. APPROVAL OF MINUTES  
  
06/14/17-1.      Special Meeting – April 19, 2017      **Continued to a future meeting**  
  
06/14/17-2.      Regular meeting – May 24, 2017      **Continued to a future meeting**  
  
6. PUBLIC HEARING  
06/14/17-3.      Consideration of a Use Permit to Allow the Sale of Beer and Wine for Off-Site Consumption at a Permitted Food and Beverage Sales Establishment at 1141 Highland Avenue (Andrews Cheese Shop)  
**Conducted public hearing and adopted resolution, approving the project with conditions (3:1; Seville-Jones voted no)**  
  
06/14/17-4.      Request to Amend Certain Conditions of Approval for the Master Use Permit for the Remodel and Expansion of the Manhattan Village Shopping Center Located at 2600 Through 3600 North Sepulveda Boulevard and 1180 Through 1200 Rosecrans Avenue (Manhattan Village Shopping Center)  
**Conducted public hearing, adopted resolution and approved application with conditions (4:0)**  
  
7. GENERAL BUSINESS  
06/14/17-5.      Discussion of Work Plan Items for Joint City Council/Planning Commission/Parking and Public Improvements Commission Meeting (continued discussion from Planning Commission meeting of May 24, 2017)  
**Discussed and received input. Planning Commission to email comments directly to staff.**  
  
8. DIRECTOR'S ITEMS  
**a. Skechers Draft EIR out for review – To Planning Commission in future.**  
**b. Planning Commission meeting of June 28, 2017 to be cancelled.**  
  
9. PLANNING COMMISSION ITEMS **None**
10. TENTATIVE AGENDA June 21, 2017  
Joint City Council/Planning Commission/Parking and Public Improvements Commission Meeting
11. ADJOURNMENT TO June 21, 2017      **Meeting adjourned at 9:35 p.m.**  
Joint City Council/Planning Commission/Parking and Public Improvements Commission Meeting

June 21, 2017 (**Joint Meeting**) - June 28, 2017 - July 12, 2017 - July 26, 2017

Meetings are broadcast live through Manhattan Beach Local Community Cable Channels (Time Warner Channel 8 and Verizon Channel 35), and Live Webcast via the City's website. Most meetings are rebroadcast at 12:00 PM and 8:00 PM on the Friday and Sunday following the Wednesday meeting on the Community Cable Channels and Live Webcast. If a City Council meeting falls in the same week as a Planning Commission meeting, the Commission meeting will be replayed the next week on Thursday at Noon. Meetings are archived at [www.cityymb.info](http://www.cityymb.info).





## **Finance Subcommittee Meeting Action Minutes**

Meeting Date: June 15, 2017  
Recording Secretary: Helga Foushanes

In Attendance: Tim Lilligren, Treasurer  
Amy Howorth, Councilmember  
Steve Napolitano, Councilmember  
Bruce Moe, Finance Director  
Henry Mitzner, Controller  
Steve Charelian, Revenue Services Manager  
Libby Bretthauer, Financial Analyst  
Quinn Barrow, City Attorney

Called to Order: 8:32 A.M. by Tim Lilligren, Treasurer

### **Agenda Item #1 – Public Comments**

None.

### **Agenda Item #2 - Approval of Minutes from January 31, 2017 Finance Subcommittee Meeting**

The Finance Subcommittee approved the minutes of January 31, 2017.

### **Agenda Item #3 – Month-End Financials for April 2017**

The Subcommittee requested staff to prepare a report on grants applied for versus received, as well as grants/subsidies received by Manhattan Beach compared to other similar size cities. A summary report of processes used in looking for grants was also requested.

The Finance Subcommittee received and filed the report.

### **Agenda Item #4 Investment Portfolio for April 2017**

The Finance Subcommittee received and filed the report.

### **Agenda Item #5 – Fiscal Year 2016/2017 Monthly Schedule of Transient Occupancy Tax and Lease Payments and Miscellaneous Accounts Receivables**

The Finance Subcommittee received and filed the report.

### **Agenda Item #6 – Consideration of Bad Debt Write-Off's for Referral to Collections**

The Finance Subcommittee received and filed the report.

### **Agenda Item #7 – Continuing Disclosure Draft Policy**

The Finance Subcommittee reviewed and approved the policy without objection.

### **Agenda Item #8 – Annual Review of City Investment Policy with Proposed Changes**

The Finance Subcommittee unanimously approved the policy and the continuation of the delegation of responsibility for the portfolio to the City Treasurer.

### **Agenda Item #9 – Pension Rate Stabilization Fund:**

The Finance Subcommittee members adopted a policy that invests funds utilizing the HighMark Moderate portfolio, and selected the Active approach to managing funds.

### **Agenda Item #10 – Financial Master Plan 2017**

The Finance Subcommittee directed staff to:

1. Review the City of Santa Monica – Santa Monica School District Joint Use Agreement revenue measure to understand the structure of the ballot measure;
2. Review the requirements for “Emergency Findings” in relation to the timing of any ballot measure the City may consider;
3. Provide expanded information on possible revenue measures including a Utility User Tax, Transient Occupancy Tax increase and a Sales Transaction Tax;
4. Review the timing of any elections with relation to other public agency measures;
5. Contact the City’s consultants that conduct public opinion surveys and public outreach/communications and have as a resource at the next Finance Subcommittee meeting on the Financial Master Plan;
6. Set the next meeting for the week of July 24, 2017.

### **Agenda Item #11 – Adjournment**

The meeting adjourned at 10:30 A.M.