

City Council Regular Meeting

Regular Meeting
Tuesday, July 17, 2018
6:00 PM
City Council Chambers



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

Executive Team

Bruce Moe, City Manager
Quinn Barrow, City Attorney

Derrick Abell, Police Chief
Derrick Abell, Acting Fire Chief
Steve Charelian, Interim Finance Director
Stephanie Katsouleas, Public Works Director
Mark Leyman, Parks & Recreation Director

Anne McIntosh, Community Development Director
Liza Tamura, City Clerk
Sanford Taylor, Information Technology Director
Teresia Zadroga-Haase, Human Resources Director

MISSION STATEMENT:

**Our mission is to provide excellent municipal services,
preserve our small beach town character, and enhance the quality of life for our
residents, businesses and visitors.**

July 17, 2018

City Council Meeting Agenda Packet

Agenda Item No.	Starting Page	Ending Page
AGENDA	1	12
1	13	16
2	17	30
3	31	80
4	81	128
5	129	150
6	151	160
7	161	202
8	203	276
9	277	308
10	309	384
11	385	386
12	387	400
13	401	404
14	405	416
15	417	446
16	447	480
17	481	704
18	705	714
19	715	718

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, 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.

Meetings are broadcast live through Manhattan Beach Local Community Cable, Channel 8 (Spectrum), Channel 35 (Frontier), and live streaming via the City's website.

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, July 11, 2018, 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. Recognition of the Pinewood Derby Winners and Committee Members. [18-0265](#)
PRESENT

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

This is the time for the City Council 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 items and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

2. City Council Minutes:

[18-0066](#)

This Item Contains Minutes of the Following City Council Meeting(s):

- a) City Council Adjourned Regular Meeting Minutes (Closed Session) of July 3, 2018
- b) City Council Regular Meeting Minutes of July 3, 2018 (City Clerk Tamura).

APPROVE

Attachments: [City Council Adjourned Regular Meeting Minutes \(Closed Session\) of July 3, 2018](#)
[City Council Regular Meeting Minutes of July 3, 2018](#)

3. Financial Report: Schedule of Demands: June 21, 2018 (Interim Finance Director Charelian).

[18-0307](#)

ACCEPT REPORT AND DEMANDS

Attachments: [Schedules of Demands for June 21, 2018](#)

4. Quarterly Update on City Work Plan (City Manager Moe).

[18-0252](#)

RECEIVE REPORT

Attachments: [City Work Plan](#)

5. Revised Special Event Policy Consistent with City Council Direction (Parks and Recreation Director Leyman). [18-0266](#)
APPROVE
Attachments: [Original Special Event Policy \(March 1989\)](#)
[Updated Special Event Policy \(2018\)](#)
[Special Event Application](#)
6. Resolution No.18-0105 Affirming the Planning Commission's Decision Upholding Community Development Director's Decision to Approve a Minor Exception Amendment at 1208 The Strand (Community Development Director McIntosh). [18-0350](#)
ADOPT RESOLUTION NO. 18-0105
Attachments: [Resolution No. 18-0105](#)
7. Resolution No. 18-0089 Awarding a Construction Contract to Comet Electric, Inc. for the Downtown Traffic Signal Upgrade Project for \$924,524 and Re-Appropriation of Street Light Purchase and LED Retrofit Funds in the Amount of \$82,000 for the Downtown Traffic Signal Upgrade Project (Public Works Director Katsouleas). [18-0313](#)
a) ADOPT RESOLUTION NO. 18-0089
b) APPROVE APPROPRIATION CHANGE
Attachments: [Resolution No. 18-0089](#)
[Location Map](#)
[Contractor's Bid Proposal and Agreement](#)
[Plans and Specifications \(Web-Link Provided\)](#)
[Budget and Expenditure Summary Table](#)
8. Resolution No. 18-0106 Approving Contract Amendment No. 2 with McGowan Consulting, LLC for \$151,400 for Professional Services to Assist the City and the Enhanced Watershed Management Group with the National Pollutant Discharge Elimination System Permit Requirements (Public Works Director Katsouleas). [18-0314](#)
ADOPT RESOLUTION NO. 18-0106
Attachments: [Resolution No. 18-0106](#)
[Amendment No. 2 – McGowan Consulting, LLC.](#)
[Scope of Services and Approved Fee Schedule \(2018\)](#)
[Agreement and Amendment - McGowan Consulting, LLC.](#)
[Storm Water Informational Memo](#)

9. Resolution No. 18-0098 Approving Amendment No. 2 with Selbert Perkins Design for Additional Design Services and an Extension on the Terms of Agreement for the Citywide Wayfinding Signage Program and Transfer of \$12,500 from the Unreserved General Fund to the Project Budget (Public Works Director Katsouleas). [18-0315](#)
- a) **ADOPT RESOLUTION NO. 18-0098**
- b) **APPROPRIATE FUNDS**
- Attachments:** [Resolution No. 18-0098](#)
[Amendment No. 2 - Selbert Perkins Design](#)
[Agreement and Amendment - Selbert Perkins Design](#)
10. Resolution No. 18-0077 Awarding a Construction Contract to OakWest Services, Inc. for the Veterans Parkway Improvement Project for \$275,230; Resolution No. 18-0078 Approving the Youth Employment Plan for the Los Angeles County Regional Park and Open Space District Grant; and Resolution No. 18-0079 Approving Amendment No. 3 for \$15,500 to David Volz Design, Inc. (DVD) for Construction Support Services (Public Works Director Katsouleas). [18-0234](#)
- ADOPT RESOLUTION NOS. 18-0077, 18-0078 AND 18-0079**
- Attachments:** [Resolution No. 18-0077](#)
[Agreement - OakWest Services, Inc.](#)
[OakWest Services, Inc. Bid Proposal](#)
[Veterans Parkway Improvement - Plans and Specifications \(Web-Link Provided\)](#)
[Location Map](#)
[Resolution No. 18-0078](#)
[Youth Employment Plan for the Los Angeles County Regional Park and Open Space District Grant](#)
[Resolution No. 18-0079](#)
[Amendment No. 3 - David Volz Design Landscape Architects, Inc](#)
[Agreement and Amendments - David Volz Design Landscape Architects, Inc.](#)
[Budget and Expenditures](#)
11. Reject the Single Bid Received for Highway Safety Improvement Program Cycle 5 Pedestrian Safety Improvements Project (Public Works Director Katsouleas). [18-0294](#)
- REJECT BID**

12. Resolution No. 18-0097 Approving the City's Participation in the MSRC Local Government Partnership Program for a Grant Reimbursement of up to \$50,000 for Eligible Clean Air Projects (Public Works Director Katsouleas). [18-0352](#)

ADOPT RESOLUTION NO. 18-0097

Attachments: [Resolution No. 18-0097](#)
[Proposed Electrical Vehicle Charging Stations](#)
[PowerPoint Presentation \(MRSC Program\)](#)

H. ITEMS REMOVED FROM THE CONSENT CALENDAR

Each speaker may speak for up to 2 minutes on each item pulled from the agenda.

I. PUBLIC HEARINGS

At the discretion of the Mayor, each speaker may speak for up to 3 minutes on each public hearing item.

13. Resolution No. 18-0082 Approving the Annual Storm Water Service Fee for Fiscal Year 2018-2019 (Interim Finance Director Charelian). [18-0316](#)

- a) **CONDUCT PUBLIC HEARING**
b) **ADOPT RESOLUTION NO. 18-0082**

Attachments: [Resolution No. 18-0082](#)

14. Ordinances Nos. 18-0019-U and 18-0019 to Regulate: (a) Banks, Catering Services, Offices, Communication Facilities, Veterinary Services and Optometrists; (b) Retail Store Sales Floor Area; and (c) Second-Floor Outdoor Dining, In the CD Downtown Commercial District, Consistent with the Downtown Specific Plan (Community Development Director McIntosh). [18-0321](#)

- a) **CONDUCT PUBLIC HEARING**
b) **ADOPT URGENCY ORDINANCE NO. 18-0019-U**
c) **INTRODUCE ORDINANCE NO. 18-0019**

Attachments: [Urgency Ordinance No. 18-0019-U](#)
[Ordinance No. 18-0019](#)
[Public Hearing Notice](#)

15. Consideration of the Sepulveda Initiatives Planning Project Recommendations (Community Development Director McIntosh). [18-0349](#)

CONDUCT PUBLIC HEARING AND CONTINUE THE PUBLIC HEARING TO AUGUST 21, 2018

Attachments: [Ordinance No. 18-0017 \(Draft Ordinance for Discussion Purposes\)](#)
[PowerPoint Presentation](#)

J. GENERAL BUSINESS

Each speaker may speak for up to 2 minutes on each general business item.

16. Resolution No. 18-0081 Approving Fiscal Year 2018-2019 Cost Sharing Agreement for \$19,151 for Beach Cities Transit Line 109 with City of Redondo Beach and Approve Appropriation and Funds Transfer (Community Development Director McIntosh). [18-0317](#)
- a) **ADOPT RESOLUTION NO. 18-0081**
- b) **APPROVE APPROPRIATION AND FUNDS TRANSFER**

Attachments: [Resolution No. 18-0081](#)
[Agreement - Beach Cities Transit Line 109](#)
[Beach Cities Transit Line 109 Cost Sharing Proposal](#)
[Cost Sharing Contributions \(2006-2018\)](#)
[Background Information on Beach Cities Transit Line 109](#)
[Stop Analysis Report](#)

17. Resolution No. 18-0030 Awarding a Five-Year Contract to Tyler Technologies for Munis Enterprise Resource Planning Solution Not-to-Exceed \$1,192,762; and Resolution No. 18-0031 Awarding a Five-Year Contract to Tyler Technologies for EnerGov Permitting Platform Not-to-Exceed \$552,505 (Information Technology Director Taylor). [18-0101](#)
- ADOPT RESOLUTION NOS. 18-0030 AND 18-0031**

Attachments: [Resolution No. 18-0030](#)
[Agreement – Tyler Tech Munis Enterprise Resource Planning](#)
[RFP 1123-17 Enterprise Resource Planning System Bid Comparison](#)
[Resolution No. 18-0031](#)
[Agreement – Tyler Tech EnerGov Permitting/Land Management](#)
[RFP 1139-18 Automated Permitting System Bid Comparison](#)

K. CITY COUNCIL REQUESTS AND REPORTS INCLUDING AB 1234 REPORTS

L. FUTURE AGENDA ITEMS

Councilmembers may request that items be placed on a future agenda with the concurrence of one other Councilmember.

18. Agenda Forecast (City Clerk Tamura). [18-0069](#)
- DISCUSS AND PROVIDE DIRECTION**

Attachments: [July 11, 2018 Agenda Forecast](#)

M. CITY MANAGER REPORT

N. CITY ATTORNEY REPORT**O. INFORMATIONAL ITEMS**

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

- 19.** Commission Minutes: [18-0291](#)
This Item Contains Planning Commission Action Meeting Minutes of June 27, 2018 (Community Development Director McIntosh).
INFORMATION ITEM ONLY

Attachments: [Planning Commission Action Meeting Minutes of June 27, 2018](#)

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

July 19, 2018 - Thursday -- 6:00 PM - Short Term Rentals Study Session
August 7, 2018 - Tuesday -- 6:00 PM - City Council Meeting
August 21, 2018 - Tuesday -- 6:00 PM - City Council Meeting
September 4, 2018 - Tuesday -- 6:00 PM - City Council Meeting (Reorganization)
September 18, 2018 - Tuesday -- 6:00 PM - City Council Meeting
October 2, 2018 - Tuesday -- 6:00 PM - City Council Meeting
October 9, 2018 - Tuesday -- 1:00 PM - IT Fiber Master Plan Study Session
October 16, 2018 - Tuesday -- 6:00 PM - City Council Meeting
November 6, 2018 - Tuesday -- 6:00 PM - City Council Meeting
November 20, 2018 - Tuesday -- 6:00 PM - City Council Meeting
December 4, 2018 - Tuesday -- 6:00 PM - City Council Meeting
December 18, 2018 - Tuesday -- 6:00 PM - City Council Meeting
January 2, 2019 - Wednesday -- 6:00 PM - City Council Meeting (Wednesday)
January 15, 2019 - Tuesday -- 6:00 PM - City Council Meeting
February 5, 2019 - Tuesday -- 6:00 PM - City Council Meeting
February 19, 2019 - Tuesday -- 6:00 PM - City Council Meeting
March 6, 2019 - Wednesday -- 6:00 PM - City Council Meeting (Wednesday)
March 19, 2019 - Tuesday -- 6:00 PM - City Council Meeting

BOARDS, COMMISSIONS AND COMMITTEE MEETINGS

July 23, 2018 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
July 25, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
July 26, 2018 - Thursday - 6:00 PM - Parking and Public Improvements Commission
August 8, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
August 13, 2018 - Monday - 6:00 PM - Library Commission Meeting
August 20, 2018 - Monday - 6:00 PM - Cultural Arts Commission Meeting
August 22, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
August 23, 2018 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
August 28, 2018 - Thursday - 6:00 PM - Parking and Public Improvements Commission
September 10, 2018 - Monday - 6:00 PM - Library Commission Meeting
September 12, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
September 17, 2018 - Monday - 6:00 PM - Cultural Arts Commission Meeting
September 24, 2018 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
September 26, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
September 27, 2018 - Thursday - 6:00 PM - Parking and Public Improvements Commission
October 8, 2018 - Monday - 6:00 PM - Library Commission
October 10, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
October 15, 2018 - Monday - 6:00 PM - Cultural Arts Commission Meeting
October 22, 2018 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
October 24, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
October 25, 2018 - Thursday - 6:00 PM - Parking and Public Improvements Commission

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

September 3, 2018 - Monday - Labor Day
October 8, 2018 - Monday - Columbus Day
November 12, 2018 - Monday - Veterans Day (Observance of November 11, 2018)
November 22-23, 2018 - Thursday & Friday - Thanksgiving Holiday
December 25, 2018 - Tuesday - Christmas Day Observed
January 1, 2019 - Tuesday - New Years Day Observed
January 21, 2019 - Monday - Martin Luther King Day
February 18, 2019 - Monday - Presidents Day
May 27, 2019 - Monday - Memorial Day
July 4, 2019 - Thursday - Independence Day

CITY OFFICES CLOSED ON FOLLOWING ALTERNATIVE FRIDAYS:

July 20, 2018
August 3, 2018
August 17, 2018
August 31, 2018
September 14, 2018
September 28, 2018
October 12, 2018
October 26, 2018
November 9, 2018
November 23, 2018
December 7, 2018
December 21, 2018
January 4, 2019
January 18, 2019

Agenda Date: 7/17/2018

TO:

Members of the City Council

FROM:

Mayor Howorth

SUBJECT:

Recognition of the Pinewood Derby Winners and Committee Members.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize
The Following
Pinewood Derby Winners and Committee Members**

Pre-K and Kindergarten Winners

Gold

Joey Carlini

Vinny Carlini

Silver

Rony Haavisto

Bronze

Athena Engleman

1st Grade Winners

Gold

Cristian Munteanu

Silver

Noah Chang

Bronze

Devin Patil

2nd and 3rd Grade Winners

Gold

Gavin Barker

Silver

Ailbe Gorzkowski

Bronze

Massimo DiLibero

4th and 5th Grade Winners

Gold

Ava Larson

Silver

Veronica Escopete

Bronze

Nathan Bubenicek

Middle and High School Winners

Gold

Curran Hedges

Silver

Aiden Weir

Bronze

Evan Suarez

Adult Winners

Gold

Emily Gessner

Silver

Hugo Furth

Bronze

Paul Kokorowski

Senior Winners

Gold

Henry Caroselli

Silver

Steve De Baets

Bronze

Don Kuhns

Most Creative Use of Materials

Vanessa Patil

Best Craftsmanship

Thomas Velvin

Oldest Car to Race

Don Kuhn

Fastest Car of the Day

Henry Caroselli

Mayor's Challenge Race Winner

Steve Napolitano

Committee Members

Sue Allard

Bret B. Bernard

Jan Buike

Steve De Baets

Hugo Furth

Beth Gessner

Melissa Holcomb

Aliyah Levin

Gary McAulay

Julie Justus McGinity

Amy Pham

Wayne Powell

Rick Reeley

Dave Salzman - Chairman

Bonnie Schwartz

Sharon Suarez

Michael Tauber

Helen Velvin

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Liza Tamura, City Clerk

Martha Alvarez, Senior Deputy City Clerk

SUBJECT:

City Council Minutes:

This Item Contains Minutes of the Following City Council Meeting(s):

- a) City Council Adjourned Regular Meeting Minutes (Closed Session) of July 3, 2018
- b) City Council Regular Meeting Minutes of July 3, 2018
(City Clerk Tamura).

APPROVE

RECOMMENDATION:

The attached minutes are for City Council approval:

Attachment(s):

- 1. City Council Adjourned Regular Meeting Minutes (Closed Session) of July 3, 2018
- 2. City Council Regular Meeting Minutes of July 3, 2018

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, July 3, 2018

4:30 PM

Closed Session

City Council Chambers

City Council Adjourned Regular Meeting

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

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/departments/city-clerk/city-council-meetings-agendas-and-minutes

A. CALL MEETING TO ORDER

At 4:30 PM, Mayor Pro Tem Napolitano called the meeting to order.

B. PLEDGE TO THE FLAG

City Clerk Liza Tamura led the Pledge of Allegiance.

C. ROLL CALL

Present 4 - Mayor Pro Tem Napolitano, Councilmember Hersman, Councilmember Montgomery and Councilmember Lesser

Absent 1 - Mayor Amy Howorth

D. PUBLIC COMMENTS (3 MINUTES PER PERSON)

None.

E. ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

City Attorney Quinn Barrow announced Item No. I in addition, he announced that the second closed session regarding Item II has been cancelled.

**I. CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)**

Agency Negotiator:

Bruce Moe, City Manager

Teresia Zadroga-Haase, Human Resources Director

Kristi Recchia of Liebert, Cassidy and Whitmore

Employee Group:

Manhattan Beach Part Time Employees' Association

Manhattan Beach Fire Management Association

**II. CONFERENCE WITH LEGAL COUNSEL (EXISTING LITIGATION)
(Government Code Section 54956.9(d)(1))**

**Name of Case: Janna Payne v City of Manhattan Beach
Los Angeles Superior Court - Central
Case Number: BC680783**

F. RECESS INTO CLOSED SESSION

At 4:32 PM, Mayor Pro Tem Napolitano announced that City Council would recess into Closed Session.

G. RECONVENE INTO OPEN SESSION

At 5:28 PM, the City Council reconvened into Open Session with all Councilmembers present.

H. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION

City Attorney Quinn Barrow announced that direction was given to its negotiator but no reportable action was taken.

I. ADJOURNMENT

At 5:31 PM Mayor Pro Tem Napolitano adjourned the meeting.

**Martha Alvarez
Recording Secretary**

**Amy Howorth
Mayor**

ATTEST:

**Liza Tamura
City Clerk**

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, July 3, 2018

6:00 PM

Regular Meeting

City Council Chambers

City Council Regular Meeting

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

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/departments/city-clerk/city-council-meetings-agendas-and-minutes

A. PLEDGE TO THE FLAG

Executive Assistant Mary Kirchwehm led the Pledge of Allegiance.

B. ROLL CALL

Present: 4 - Mayor Pro Tem Napolitano, Councilmember Hersman, Councilmember Montgomery and Councilmember Lesser
Absent: 1 - Mayor Howorth

C. CEREMONIAL CALENDAR

None.

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

A motion was made by Councilmember Montgomery, seconded by Councilmember Lesser, to approve the agenda and waive full reading of ordinances. The motion carried by the following vote:

Aye: 4 - Napolitano, Hersman, Montgomery and Lesser

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

Archie Sherman, Sports Supervisor, announced that the 56th Annual International Surf Festival will be held August 5, 2018.

Michael Hudak, Recreation Supervisor, announced that the Manhattan Beach Open Tennis Tournament will be held July 26 - 29, 2018.

Michael Mackavoy, Acting Librarian for the Los Angeles County Manhattan Beach Public Library, announced the following events: "Nathalia's Bilingual Family Concert" on Saturday, July 7, 2018, from 11:00 AM - 12:00 PM; "Lavender 101 for Teens" on Saturday, July 7, 2018, from 2:00 PM - 3:00 PM; and on Monday, July 9, 2018, from 6:30 PM - 8:30 PM, "Author Talk: David Satter and Modern Russia".

F. PUBLIC COMMENTS (3 MINUTES PER PERSON)

Tom Nordberg spoke in support of the continued use of the ALPR and for City Council to approve the installation of additional cameras in other areas in the City.

Jan Dennis spoke about historic preservation and the property at 828 Highview Avenue that was demolished.

G. CONSENT CALENDAR (APPROVE)

A motion was made by Councilmember Hersman, seconded by Councilmember Lesser, to approve the Consent Calendar, Agenda Item Nos. 1-4. The motion carried by the following vote:

Aye: 4 - Napolitano, Hersman, Montgomery and Lesser

1. City Council Minutes: [18-0296](#)
 This Item Contains Minutes of the Following City Council Meeting(s):
 a) City Council Regular Meeting Minutes of June 19, 2018
 b) City Council Adjourned Regular Meeting Minutes (Joint City Council/Planning Commission and Parking and Public Improvements Commission) of June 20, 2018
 (City Clerk Tamura).
APPROVE

The recommendation for this item was approved on the Consent Calendar.
2. Financial Report: [18-0276](#)
 a) Schedule of Demands: June 7, 2018
 b) Investment Portfolio for the Month Ending May 31, 2018
 c) Month End Report for the Month Ending May 31, 2018
 (Interim Finance Director Charelian).
ACCEPT REPORT AND DEMANDS

The recommendation for this item was approved on the Consent Calendar.
3. Resolution No. 18-0090 Accepting the State of California Department of [18-0309](#)
 Alcoholic Beverage Control Grant in the Amount of \$71,923 (Police Chief Abell).
 a) **ADOPT RESOLUTION NO. 18-0090**
 b) **APPROPRIATE FUNDS**

The recommendation for this item was approved on the Consent Calendar.
4. Issue a 10-Day Report Pursuant to Government Code Section 65858(d) [18-0262](#)
 for Interim Zoning Ordinance No. 17-0020-U - Sepulveda Blvd
 (Community Development Director McIntosh).
ISSUE 10-DAY REPORT

The recommendation for this item was approved on the Consent Calendar.

I. PUBLIC HEARINGS

5. Consideration of the Sepulveda Initiatives Planning Project [18-0297](#)
Recommendations (Continued from the June 19, 2018 City Council Meeting) (Community Development Director McIntosh).
CONDUCT PUBLIC HEARING AND CONTINUE PUBLIC HEARING TO JULY 17, 2018

Community Development Director Anne McIntosh provided a brief introduction to the item.

Community Development Management Analyst Nhung Madrid and Community Development Director McIntosh provided the PowerPoint presentation.

Community Development Director McIntosh, Community Development Management Analyst Madrid and City Manager Bruce Moe responded to City Council questions.

Mayor Pro Tem Napolitano and Councilmember Lesser requested a matrix with the recommendations of both the Ad Hoc Committee Sepulveda Initiatives Group and the Planning Commission that includes categories such as: what the issue is, what each group suggested and what City Council needs to decide.

Mayor Pro Tem Napolitano opened the public hearing.

Hannah Shanks-Parkin spoke about the senior assisted living facility permit request and currently has an appeal that was submitted to City staff.

Seeing no further requests to speak, Mayor Pro Tem Napolitano continued the public hearing to July 17, 2018.

Community Development Director McIntosh responded to City Council questions.

City Council requested images, graphs and details as examples, including: challenges with height (current v suggested), hotel challenges (how much footage is required), and mixed use policies that have worked for other Cities.

J. GENERAL BUSINESS

6. Appointment to Vacant Cultural Arts Commission Seat No. 4 (City Clerk Tamura). [18-0295](#)
APPOINT

City Clerk Liza Tamura responded to City Council questions.

The City Council unanimously appointed Adam Taner to the Cultural Arts Commission - Seat No. 4 (Member-at-Large Seat).

7. Update on the Automated License Plate Reader Program (Police Chief Abell).

[18-0282](#)

RECEIVE REPORT

Police Chief Derrick Abell provided the staff presentation and responded to City Council questions.

Mayor Pro Tem Napolitano opened the floor to public comment.

Gary Osterhout spoke in opposition to the current policies in place regarding data and information and suggested a policy that does not allow sharing information and requires accountability.

Seeing no requests to speak, Mayor Pro Tem Napolitano closed the floor to public comment.

Police Chief Abell and City Attorney Quinn Barrow responded to City Council questions.

A motion was made by Councilmember Montgomery, seconded by Councilmember Hersman, to receive and file the report. The motion carried by the following vote:

Aye: 4 - Napolitano, Hersman, Montgomery and Lesser

8. **Report on Southern California Edison's Power Reliability in the City of Manhattan Beach (Oral Presentation by Southern California Edison) (Public Works Director Katsouleas).**

RECEIVE REPORT AND FILE

Southern California Edison (SCE), Government Relations Manager Vicket (Vic) Nol introduced the item.

SCE, District Manager (South Bay), Scot Snyder, provided the PowerPoint presentation.

SCE District Manager (South Bay) Snyder and SCE Manager of the Engineering Department, Luis Ortiz responded to City Council questions.

Mayor Pro Tem Napolitano requested that the alert notification system instructions be posted online.

Mayor Pro Tem Napolitano opened the floor to public comment.

Seeing no requests to speak, Mayor Pro Tem Napolitano closed the floor to public comment.

Mayor Pro Tem Napolitano, thanked SCE for the report.

This item was received and filed by order of the Chair.

K. CITY COUNCIL REQUESTS AND REPORTS INCLUDING AB 1234 REPORTS

Councilmember Montgomery reported that he attended the "National League of Cities Conference" from June 26 - June 28, 2018 in Little Rock, Arkansas. He also reported that he attended the "League of California Cities Board of Directors" meeting in Monterey from June 29 - 30, 2018.

Councilmember Lesser presented a brief PowerPoint presentation regarding the "Metro Green Line".

City Council concurred to agendize a future discussion regarding the Metro Green Line to consider what could be a South Bay alternative from what is currently being proposed.

L. FUTURE AGENDA ITEMS

9. Agenda Forecast (City Clerk Tamura). [18-0067](#)
DISCUSS AND PROVIDE DIRECTION

None.

M. CITY MANAGER REPORT

None.

N. CITY ATTORNEY REPORT

None.

O. INFORMATIONAL ITEMS

10. Commission Minutes: [18-0308](#)
This Item Contains Minutes of the following City Commission Meetings:
a) Parks and Recreation Commission Meeting Minutes of March 26, 2018 (Parks and Recreation Director Leyman)
b) Parks and Recreation Commission Meeting Minutes of April 30, 2018 (Parks and Recreation Director Leyman)
c) Parks and Recreation Commission Meeting Minutes of May 21, 2018 (Parks and Recreation Director Leyman)
d) Planning Commission Action Meeting Minutes of June 13, 2018 (Community Development Director McIntosh).
INFORMATION ITEM ONLY

This item was received and filed by order of the Chair.

P. CLOSED SESSION

None.

Q. ADJOURNMENT

At 8:12 PM Mayor Pro Tem Napolitano adjourned the meeting in memory of former Manhattan Beach Mayor and City Councilmember Steve Nordeck and Long Beach Fire Captain David Rosa.

Martha Alvarez
Recording Secretary

Amy Howorth
Mayor

ATTEST:

Liza Tamura
City Clerk

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Steve S. Charelian, Interim Finance Director

SUBJECT:

Financial Report: Schedule of Demands: June 21, 2018 (Interim Finance Director Charelian).

ACCEPT REPORT AND DEMANDS

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 21, 2018 is \$4,825,642.26.

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.

PUBLIC OUTREACH/INTEREST:

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

ENVIRONMENTAL REVIEW

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that there is no possibility that the activity may have a significant effect on the environment; therefore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW

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

Attachment:

1. Schedule of Demands for June 21, 2018

City of Manhattan Beach



Schedule of Demands June 21, 2018

CITY OF MANHATTAN BEACH
WARRANT REGISTER

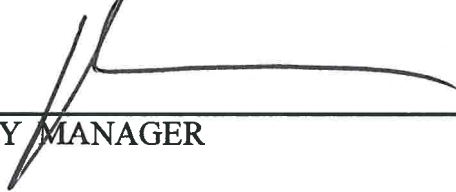
WARRANT(S) WR 26A & WR 26B
DATED: 6/14/2018 & 6/21/2018

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$4,825,642.26 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 17TH DAY OF JULY



CITY MANAGER

WARRANT REGISTER (S)
WR 26A & WR 26B

WARRANT(S)	26A	347,444.79
	26B	2,656,311.02
PREPAID WIRES / MANUAL CKS	26A	863,402.39
	26B	
	SUBTOTAL WARRANTS	<u>3,867,158.20</u>
VOIDS		(847.30)
PAYROLL	PE 6/8/2018	PY 959,331.36
	TOTAL WARRANTS	<u><u>4,825,642.26</u></u>

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 26a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
61318	6/13/2018	T	CMB RISK MGMT WORKERS COMP	MONTHLY DISBURSAL WORKERS COMP	336,728.04
61818	6/18/2018	T	UNION BANK	F.I.T./MEDICARE/S.I.T.	256,388.45
6132018	6/13/2018	T	CMB RISK MGMT LIABILITY	MONTHLY DISBURSAL LIAB ACCT	34,135.87
6192018	6/19/2018	T	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	236,150.03
SUBTOTAL					863,402.39
533510	6/14/2018	N	AM-TEC TOTAL SECURITY INC	SECURITY/ALARM SYSTEMS	44,714.46
533511	6/14/2018	N	BATES CHIROPRACTIC	BUSINESS LICENSE OVERPAYMENT	18.54
533512	6/14/2018	N	CA TEAMSTERS LOCAL 911	DUES (MISC): PAYMENT	7,284.00
533513	6/14/2018	N	CA WATER SERVICE COMPANY	WATER SERVICE	152.28
533514	6/14/2018	N	GWEN ENG	DUES (MGMT CONF): PAYMENT	65.00
533515	6/14/2018	N	FRANCHISE TAX BOARD	EARNINGS WITHHOLDING	360.29
533516	6/14/2018	N	FRANCHISE TAX BOARD	EARNINGS WITHHOLDING	210.00
533517	6/14/2018	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	7,704.58
533518	6/14/2018	N	FRONTIER CALIFORNIA INC	CABLE SERVICE	688.61
533519	6/14/2018	N	GILBERT F IVEY & ASSOC LLC	REGISTRATION-LEADERSHIP MGMT TOXIC STR	100.00
533520	6/14/2018	N	ICMA RETIREMENT TRUST - 401	DEFERRED COMP 108075: PAYMENT	673.08
533521	6/14/2018	N	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - 2.5%: PAYMENT	2,331.83
533522	6/14/2018	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP & LOAN REPAY 457	77,314.84
533523	6/14/2018	N	ICMA RETIREMENT TRUST 401	LOAN REPAY 401 - 4.5%: PAYMENT	7,114.43
533524	6/14/2018	N	JPMORGAN CHASE BANK NATL ASSC	MONTHLY LEASE-SEWER TRUCK	6,636.71
533525	6/14/2018	N	JENNIFER KALLOK	EARNINGS WITHHOLDING	184.62
533526	6/14/2018	N	L A COUNTY DEPT OF PUB HEALTH	HEALTH CERTIFICATE	1,326.00
533527	6/14/2018	N	M B POLICE MGMT ASSC	DUES \$ (POL MGT ASSN): PAYMENT	285.00

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 26a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533528	6/14/2018	N	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	6,572.52
533529	6/14/2018	N	MBPOA RETIREE	MD TRUST (MED TRUST): PAYMENT	2,250.00
533530	6/14/2018	N	MBPTEA	DUES (MBPTEA): PAYMENT	150.00
533531	6/14/2018	N	PREPAID LEGAL SERVICES INC	PREPAID LEGAL: PAYMENT	78.75
533532	6/14/2018	N	KATHERINE SIMMS	STREET SWEEPING REIMBURSEMENT	88.77
533533	6/14/2018	N	CARLA SKALMAN	PARKING METER REFUND	3.00
533534	6/14/2018	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	58,110.85
533535	6/14/2018	N	SOUTHERN CALIFORNIA GAS CO	MONTHLY GAS CHARGES	4,146.63
533536	6/14/2018	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	1,411.89
533537	6/14/2018	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	242.30
533538	6/14/2018	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	230.76
533539	6/14/2018	N	STATE OF CALIFORNIA	REGISTRATION-DEPT OF ABC TRAINING CONFE	650.00
533540	6/14/2018	N	THE PITNEY BOWES BANK INC	POSTAGE FUND RESERVE ACCOUNT	8,000.00
533541	6/14/2018	N	TIME WARNER CABLE INC	5-YEAR FIBER OPTIC MAINTENANCE AGREEME	3,850.00
533542	6/14/2018	N	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	9,707.22
533543	6/14/2018	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMENT	3,195.47
533544	6/14/2018	N	UNITED PARCEL SERVICE	DELIVERY SERVICE	118.06
533545	6/14/2018	N	US BANCORP CARD SERVICES INC	D-CARD CHARGES	80,822.25
533546	6/14/2018	N	US BANK NA	FUEL PURCHASES-MAY 2018	3,507.62
533547	6/14/2018	N	VANTAGEPOINT TRANSFER AGENTS	RETMNT HLTH SAVINGS CONTRIB: PAYMENT	1,216.23
533548	6/14/2018	N	ROBIN L VARGAS	EARNINGS WITHHOLDING	553.85
533549	6/14/2018	N	VERIZON CALIFORNIA INC	SCADA COMMUNICATION	784.95

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 26a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533550	6/14/2018	N	WATER REPLENISHMENT DISTRICT	WEST COAST BASIN WATERMASTER BUDGET	1,902.89
533551	6/14/2018	N	PATRICIA WILLIAMSON	AMBULANCE OVERPAYMENT	418.17
533552	6/14/2018	N	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINESS PR	2,268.34
SUBTOTAL					347,444.79
COMBINED TOTAL					1,210,847.18

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 26a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
61318	6/13/2018	T	CMB RISK MGMT WORKERS COMP	MONTHLY DISBURSAL WORKERS COMP	336,728.04
61818	6/18/2018	T	UNION BANK	F.I.T./MEDICARE/S.I.T.	256,388.45
6132018	6/13/2018	T	CMB RISK MGMT LIABILITY	MONTHLY DISBURSAL LIAB ACCT	34,135.87
6192018	6/19/2018	T	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	236,150.03
SUBTOTAL					863,402.39
533510	6/14/2018	N	AM-TEC TOTAL SECURITY INC	SECURITY/ALARM SYSTEMS	44,714.46
533512	6/14/2018	N	CA TEAMSTERS LOCAL 911	DUES (MISC): PAYMENT	7,284.00
533517	6/14/2018	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	7,704.58
533522	6/14/2018	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP & LOAN REPAY 457	77,314.84
533523	6/14/2018	N	ICMA RETIREMENT TRUST 401	LOAN REPAY 401 - 4.5%: PAYMENT	7,114.43
533524	6/14/2018	N	JPMORGAN CHASE BANK NATL ASSC	MONTHLY LEASE-SEWER TRUCK	6,636.71
533528	6/14/2018	N	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	6,572.52
533534	6/14/2018	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	58,110.85
533535	6/14/2018	N	SOUTHERN CALIFORNIA GAS CO	MONTHLY GAS CHARGES	4,146.63
533540	6/14/2018	N	THE PITNEY BOWES BANK INC	POSTAGE FUND RESERVE ACCOUNT	8,000.00
533541	6/14/2018	N	TIME WARNER CABLE INC	5-YEAR FIBER OPTIC MAINTENANCE AGREEMI	3,850.00
533542	6/14/2018	N	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	9,707.22
533543	6/14/2018	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMENT	3,195.47
533545	6/14/2018	N	US BANCORP CARD SERVICES INC	D-CARD CHARGES	80,822.25
533546	6/14/2018	N	US BANK NA	FUEL PURCHASES-MAY 2018	3,507.62
SUBTOTAL					328,681.58

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

WARRANT BATCH NUMBER: wr 26a

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
COMBINED TOTAL					1,192,083.97

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
533238	05/24/2018	11400 DONNOE & ASSOCIATES INC	V	06/14/2018	7216	05/02/2018	605.00	605.00
533537	06/14/2018	11333 STATE DISBURSEMENT UNIT	V	06/15/2018	06-14-18	06/14/2018	242.30	242.30
							union Total:	847.30
							Total Checks:	847.30

2 checks in this report

**Report of Warrant Disbursements
wr 26a**

Fund	Description	Amount
200	General	745,417.67
201	Street Light	1,529.00
230	Prop A	51.77
501	Water	11,611.92
502	Storm	575.36
503	Waste Water	1,805.26
510	Refuse	124.13
520	Parking	5,340.48
521	County Parking Lot	84.30
522	State Pier Lots	624.46
601	Insurance	370,863.91
605	Information Services	4,032.29
610	Vehicle Fleet	10,305.67
615	Building Maintenance	58,480.96
wr 26a		<u>1,210,847.18</u>
		<u>1,210,847.18</u>

CITY OF MANHATTAN BEACH PAYROLL
PAY PERIOD: 05/26/18 TO 06/08/18
PAY DATE: 06/15/18

NET PAY 959,331.36

5/26/2018

6/8/2018

CITY OF MANHATTAN BEACH PAYROLL REPORT

PAYROLL PERIOD ENDING DATE

6/8/2018

FUND

100

DESCRIPTION

AMOUNT

General Fund

1,263,027.40

230

Prop. A Fund

19,988.21

501

Water Fund

33,108.47

503

Wastewater Fund

12,765.26

510

Refuse Fund

4,380.11

520

Parking Fund

3,446.86

521

County Parking Lots Fund

942.30

522

State Pier and Parking Lot Fund

942.25

601

Insurance Reserve Fund

14,681.86

605

Information Technology Fund

39,046.78

610

Fleet Management Fund

8,191.19

615

Building Maintenance & Operations Fund

16,660.62

801

Pension Trust Fund

9,427.30

Gross Pay

1,426,608.61

Deductions

467,277.25

Net Pay

959,331.36

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 26b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533553	6/21/2018	N	1 800 PACK RAT LLC	STORAGE CONTAINER RENTAL	235.73
533554	6/21/2018	N	ABBA TERMITE & PEST CONTROL	THREE-YEAR BEE REMOVAL & RELOCATION S	195.00
533555	6/21/2018	N	ADLERHORST INTERNATIONAL INC	OFF-SITE K-9 MONTHLY TRAINING	175.00
533556	6/21/2018	N	ADPI WEST INC	EMERGENCY MEDICAL BILLING AND COLLECT	3,114.39
533557	6/21/2018	N	ALL AMERICAN ASPHALT	PER RFP# 1143-18 MANHATTAN AVE & HIGHLA	407,391.35
533558	6/21/2018	N	ALL CITY MANAGEMENT SVCS	CROSSING GUARD SERVICES CONTRACT	30,170.28
533559	6/21/2018	N	PERRY ALLISON	GYM EQUIPMENT MAINTENANCE AGREEMENT	145.00
533560	6/21/2018	N	ARCHICO DESIGN BUILD INC	PIER UTILITIES & ROUNDHOUSE EXT. IMPROVI	630,040.00
533561	6/21/2018	N	ERNEST AREA	REIMBURSEMENT-TRAVEL EXPENSE	99.36
533562	6/21/2018	N	ART TO GROW ON	YOUTH ART INSTRUCTOR	2,616.25
533563	6/21/2018	N	AT&T	REVERSE 911 PHONE UPDATES	432.61
533564	6/21/2018	N	AT&T MOBILITY	CELLULAR CHARGES	214.09
533565	6/21/2018	N	BARR COMMERCIAL DOOR REPAIR	DOOR REPAIRS	12,916.61
533566	6/21/2018	N	BARTEL ASSOCIATES LLC	CALPERS CONTRIBUTION PROJECTIONS-ACTU.	440.00
533567	6/21/2018	N	TAMAS BATYI	TENNIS INSTRUCTOR	676.00
533568	6/21/2018	N	BIZODO INC	ONLINE FORMS SUBSCRIPTION	5,000.00
533569	6/21/2018	N	BM PLUMBING AND FIRE PROTECT	OVERPAID BUSINESS LICENSE TAX	8.00
533570	6/21/2018	N	DANIEL BONDARCHUK	VOLLEYBALL INSTRUCTOR	1,444.00
533571	6/21/2018	N	WANDA BOYNE BORGERDING	MUSIC INSTRUCTOR	585.00
533572	6/21/2018	N	BRIT WEST SOCCER INC	SOCCER INSTRUCTOR	13,383.50
533573	6/21/2018	N	SCOTT BURNS	CASH KEY REFUND	26.00
533574	6/21/2018	N	SANDI CALLEROS	CASH KEY REFUND	161.00

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 26b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533575	6/21/2018	N	TOM OR JUDY CARNEY	AMBULANCE OVERPAYMENT REFUND	2,446.50
533576	6/21/2018	N	CCS LOS ANGELES JANITORIAL INC	THREE-YEAR JANITORIAL CONTRACT SERVICE	40,823.16
533577	6/21/2018	N	CITY OF HERMOSA BEACH	CONTRACT SERVICES	5,867.00
533578	6/21/2018	N	COAST BUILDING PRODUCTS	BUSINESS LICENSE REFUND OVERPAID	276.15
533579	6/21/2018	N	COAST CAR COMPANY	BUSINESS LICENSE REFUND-OVERPAYMENT	117.28
533580	6/21/2018	N	CODE 5 GROUP LLC	BAIT TRACKING SERVICES	800.00
533581	6/21/2018	N	DORENE COLES	YOGA INSTRUCTOR	2,564.10
533582	6/21/2018	N	CULLIGAN	WALTER FILTER LEASE	37.80
533583	6/21/2018	N	MICHAEL DAVIS	CASH KEY REFUND	10.00
533584	6/21/2018	N	DOUGLAS DECASTRO	BANNERS, DECALS, SIGNAGE	333.98
533585	6/21/2018	N	DANIEL DOUBROFF	VOLLEYBALL INSTRUCTOR	782.00
533586	6/21/2018	N	DOWNTOWN MB BUS & PROF ASSN	MB FIT INITIATIVE	300.00
533587	6/21/2018	N	LEAH DUKE	CASH KEY REFUND	116.00
533588	6/21/2018	N	MEGAN DUNCAN	CASH KEY REFUND	32.00
533589	6/21/2018	N	MAMERTO ESTEPA JR	REIMBURSEMENT-TRAVEL EXPENSE	16.00
533590	6/21/2018	N	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	28.83
533591	6/21/2018	N	FIRST CALL STAFFING INC	TEMPORARY EMPLOYEE SERVICES	2,656.85
533592	6/21/2018	N	FRANCHISE TAX BOARD	EARNINGS WITHHOLDING	150.00
533593	6/21/2018	N	GARDA CL WEST INC	ARMORED SERVICES	92.00
533594	6/21/2018	N	CELESTE GEBHARDT	CASH KEY REFUND	60.00
533595	6/21/2018	N	GHD INC	BUSINESS LICENSE REFUND OVERPAYMENT	98.81
533596	6/21/2018	N	ROBERT OR DORIS GIAMBRA	STREET SWEEPING REIMBURSEMENT	144.35

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 26b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533597	6/21/2018	N	JOSE GONZALEZ	CITATION REFUND	84.00
533598	6/21/2018	N	GRANICUS	MOBILE ENCODER SERVICES	8,675.29
533599	6/21/2018	N	CINDY GREBLIUNAS	VOLLEYBALL INSTRUCTOR	4,540.00
533600	6/21/2018	N	GROWING GREAT	COOKING INSTRUCTOR	1,100.00
533601	6/21/2018	N	HARPER & ASSOCIATES	BUSINESS LICENSE OVERPAYMENT	102.04
533602	6/21/2018	N	HDR ENGINEERING INC	SEPULVEDA BRIDGE WIDENING	3,173.07
533603	6/21/2018	N	CARLOS HERNANDEZ	CITATION REFUND	53.00
533604	6/21/2018	N	HUNTINGTON BCH MOTORSPORTS INC	MOTORCYCLE PARTS & SERVICE	83,307.92
533605	6/21/2018	N	STEPHEN ROSS HYDE	BEGG POOL MASTERS SWIM COACH	1,200.00
533606	6/21/2018	N	INFOSEND INC	CASH KEY SUNSET INSERTS	2,206.84
533607	6/21/2018	N	IPS GROUP INC	PARKING METER CREDIT CARD FEES, REPLACI	6,217.23
533608	6/21/2018	N	IRON MOUNTAIN INFO MNGMT INC	RECORDS STORAGE	1,640.36
533609	6/21/2018	N	JOHN T OR KRISTINE M ISAAK	CASH KEY REFUND	61.00
533610	6/21/2018	N	PAUL JAMES	CASH KEY REFUND	10.00
533611	6/21/2018	N	BEVERLY JANUS	CASH KEY REFUND	39.00
533612	6/21/2018	N	JOAN STEIN JENKINS	MUNICIPAL CODE PROSECUTION SERVICES	8,775.00
533613	6/21/2018	N	KARA ANDREW TALENT LLC	BUSINESS LICENSE REFUND	86.08
533614	6/21/2018	N	TINA KATCHEN GALL	CDBG CONSULTING SERVICES	1,387.50
533615	6/21/2018	N	KEVORK ENTERPRISES INC	AUTO BODY REPAIRS	150.00
533616	6/21/2018	N	KRONOS INCORPORATED	STATUS UPDATE	45.00
533617	6/21/2018	N	L A COUNTY ASSESSOR	RECORD MAPS	50.00
533618	6/21/2018	N	L A COUNTY DEPT OF P W	TRAFFIC SERVICES	8,187.15

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 26b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533619	6/21/2018	N	L A COUNTY DEPT OF P W	TRAFFIC SERVICES	3,143.05
533620	6/21/2018	N	L A COUNTY MTA	LA METRO APRIL 2018 TAP PASS SALES	40.00
533621	6/21/2018	N	L A ICE VENTURES LLC	ICE SKATING INSTRUCTOR	720.00
533622	6/21/2018	N	ROSEMARY A LACKOW	MINUTES SECRETARY	455.00
533623	6/21/2018	N	LARRY MURAKAMI CONTRACTING	SAND MOVEMENT SERVICES AT SAND DUNE P	10,740.00
533624	6/21/2018	N	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	15,197.60
533625	6/21/2018	N	KATHLEEN MARY LLORENS	DANCE INSTRUCTOR	479.25
533626	6/21/2018	N	LOCAL GOVERNMENT COMMISSION	MEMBERSHIPS	1,500.00
533627	6/21/2018	N	SUSAN TULE LUC	CITATION REFUND	53.00
533628	6/21/2018	N	MALIBU HEATING & AC	RIGHT OF WAY DEPOSIT REFUND	496.00
533629	6/21/2018	N	MANHATTAN AUTO CENTER	BUSINESS LICENSE OVERPAYMENT	40.82
533630	6/21/2018	N	MANHATTAN BEACH BADMINTON CLUB	BADMINTON INSTRUCTOR	800.00
533631	6/21/2018	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	9,202.24
533632	6/21/2018	N	KATHLEEN C MCGOWAN	WMG COORDINATION	7,173.20
533633	6/21/2018	N	MELAD AND ASSOCIATES INC	BUILDING PLAN CHECK & INSPECTIONS AND F	30,979.31
533634	6/21/2018	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE MAINTENANCE SERVICES CONTR	37,127.03
533635	6/21/2018	N	METLOX LLC	METLOX PLAZA	43,400.00
533636	6/21/2018	N	WALT PAUL MEYERS	TENNIS INSTRUCTOR	5,314.40
533637	6/21/2018	N	MICHAEL BAKER INTERNATIONAL	AVIATION BLVD/ARTESIA BLVD RIGHT TURN I	25,750.19
533638	6/21/2018	N	PANAGIOTA MONIA	CITATION REFUND	53.00
533639	6/21/2018	N	MARTIN MORENO	VOLLEYBALL INSTRUCTOR	1,466.00
533640	6/21/2018	N	JENNIFER MORROW	CASH KEY REFUND	10.00

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 26b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533641	6/21/2018	N	NATALIES CATERING	MEALS FOR SENIOR SERVICES	1,458.54
533642	6/21/2018	N	NICHOLS CONSULTING ENGINEERS	PAVEMENT MANAGEMENT SYSTEM REPORT U	13,903.00
533643	6/21/2018	N	RYAN R OLSON	VOLLEYBALL INSTRUCTOR	1,462.00
533644	6/21/2018	N	ONWARD ENGINEERING	CONSTRUCTION CDBG ADA COMPLIANT CURB	7,902.50
533645	6/21/2018	N	ORANGE COUNTY STRIPING SVCS	ROADWAY STRIPING SERVICES FOR THE MBUS	44,999.00
533646	6/21/2018	N	LISA PARKS	CASH KEY REFUND	10.00
533647	6/21/2018	N	KAMILA PAVLASKOVA	VOLLEYBALL INSTRUCTOR	1,468.00
533648	6/21/2018	N	PCG MB LLC	UB OVERPAYMENT REFUND	2,570.19
533649	6/21/2018	N	PELLA WINDOWS AND DOORS	BUSINESS LICENSE REFUND OVERPAYMENT	48.00
533650	6/21/2018	N	PREMIER HEALTH PLAN SERVICES	AMBULANCE OVERPAYMENT REFUND	239.40
533651	6/21/2018	N	PSOMAS	MARINE STREET RESURFACING	2,997.50
533652	6/21/2018	N	PSOMAS	LIBERTY VILLAGE IMPROVEMENTS	1,153.58
533653	6/21/2018	N	RELIANT IMMED CARE MED GRP INC	PRE-EMPLOYMENT PHYSICALS AND INMATE E	4,180.00
533654	6/21/2018	N	LAUREN RINKEY	CITATION REFUND	53.00
533655	6/21/2018	N	ROBERT HALF INTERNATIONAL INC	TEMPORARY EMPLOYEE SERVICES	1,855.36
533656	6/21/2018	N	ROUTEMATCH SOFTWARE INC	DIAL A RIDE SOFTWARE	2,885.75
533657	6/21/2018	N	SBRPCA	QUARTERLY ASSESSMENT & REIMBURSEMENT	596,148.00
533659	6/21/2018	N	SBRPCA	ELECTRONICS FOR DETECTIVE 4RUNNER V# 20	33,098.02
533660	6/21/2018	N	JUDY SCHERPENBERG	CASH KEY REFUND	16.00
533661	6/21/2018	N	DAVID SCHMIDT	CASH KEY REFUND	12.00
533662	6/21/2018	N	ROBERT MICHAEL SCHWIEGER	BROADCASTING SERVICES	1,389.00
533663	6/21/2018	N	SHADE STRUCTURES INC	INSTALLATION OF SHADE SAIL PANEL FABRIC	6,750.32

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 26b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533664	6/21/2018	N	ANGELA SIMMONS	CASH KEY REFUND	101.00
533665	6/21/2018	N	SOUTH COAST E.V.A.	APPARATUS REPAIRS/SERVICES	17,659.88
533666	6/21/2018	N	SOUTHERN CALIFORNIA EDISON	STREET LIGHTING CHARGES	23,908.49
533667	6/21/2018	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	77.58
533668	6/21/2018	N	SSBRA	SOCCER OFFICIALS	1,776.00
533669	6/21/2018	N	STARBUCKS COFFEE #0542	BUSINESS LICENSE REFUND OVERPAYMENT	2,420.96
533670	6/21/2018	N	LOIS STARR	CONSULTING SERVICES TO DEVELOP A HOMEI	3,375.00
533671	6/21/2018	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	92.30
533672	6/21/2018	N	MICHELLE STUMPF	RIGHT OF WAY DEPOSIT REFUND	496.00
533673	6/21/2018	N	SULLY MILLER CONTRACTING CO	ASPHALT/EMULSION	345.29
533674	6/21/2018	N	SUSAN SAXE CLIFFORD PHD	APPLICANT PSYCH EXAM	425.00
533675	6/21/2018	N	LISA TAN	CASH KEY REFUND	37.00
533676	6/21/2018	N	TESTING SERVICES INC	MANHATTAN VILLAGE PARK IMPROVEMENTS	2,910.00
533677	6/21/2018	N	THE EDGE FITNESS TRAINING	FITNESS INSTRUCTOR/CONSULTANT	300.00
533678	6/21/2018	N	THE OHIO CASUALTY INSURANCE CO	MARINE AVE PARK SKATE SPOT RELEASE OF F	22,212.95
533679	6/21/2018	N	TERRELL LYNN THOMPSON	SENIOR YOGA INSTRUCTOR	2,354.00
533680	6/21/2018	N	TILLMAN FORENSIC INVEST LLC	FINGERPRINT IDENTIFICATION SERVICES	195.00
533681	6/21/2018	N	TOTAL ADMINISTRATION SVCS CORP	MONYHLY FEES	556.75
533682	6/21/2018	N	TURBO DATA SYSTEMS INC	PARKING CITATION PROCESSING CONTRACT	9,129.11
533683	6/21/2018	N	UC REGENTS	NURSE EDUCATOR CONTRACT	10,010.64
533684	6/21/2018	N	UNITED HEALTHCARE INS CO	AMBULANCE OVERPAYMENT REFUND	200.36
533685	6/21/2018	N	UNITED SITE SVCS OF CA INC	PORTABLE RESTROOMS/FENCING	558.34

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 26b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533686	6/21/2018	N	VERIZON CALIFORNIA INC	SCADA COMMUNICATION	21,127.27
533687	6/21/2018	N	ALFRED & DOROTHY VILLASENOR	CASH KEY REFUND	75.00
533688	6/21/2018	N	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	2,446.80
533689	6/21/2018	N	WASTE MANAGEMENT INC	SOLID WASTE HAULING CONTRACT - RESIDEN	309,233.27
533690	6/21/2018	N	WEST LOS ANGELES CUSTOM WINDOW	BUSINESS LICENSE REFUND DUPLICATE PAYM	383.60
533691	6/21/2018	N	WESTCHESTER MEDICAL GROUP	EMERGENCY PERSONNEL PHYSICALS	450.00
533692	6/21/2018	N	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINESS PR	1,169.97
533693	6/21/2018	N	ALEXA YOUNG	CASH KEY REFUND	20.00
533694	6/21/2018	N	PATRICIA ZAREMSKI	CASH KEY REFUND	20.00
533695	6/21/2018	N	ZEENI INC	SUNSET LEAGUE BASKETBALL UNIFORMS	5,191.75
SUBTOTAL					2,656,311.02
COMBINED TOTAL					2,656,311.02

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 26b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533556	6/21/2018	N	ADPI WEST INC	EMERGENCY MEDICAL BILLING AND COLLECT	3,114.39
533557	6/21/2018	N	ALL AMERICAN ASPHALT	PER RFP# 1143-18 MANHATTAN AVE & HIGHLA	407,391.35
533558	6/21/2018	N	ALL CITY MANAGEMENT SVCS	CROSSING GUARD SERVICES CONTRACT	30,170.28
533560	6/21/2018	N	ARCHICO DESIGN BUILD INC	PIER UTILITIES & ROUNDHOUSE EXT. IMPROVI	630,040.00
533562	6/21/2018	N	ART TO GROW ON	YOUTH ART INSTRUCTOR	2,616.25
533565	6/21/2018	N	BARR COMMERCIAL DOOR REPAIR	DOOR REPAIRS	12,916.61
533568	6/21/2018	N	BIZODO INC	ONLINE FORMS SUBSCRIPTION	5,000.00
533572	6/21/2018	N	BRIT WEST SOCCER INC	SOCCER INSTRUCTOR	13,383.50
533576	6/21/2018	N	CCS LOS ANGELES JANITORIAL INC	THREE-YEAR JANITORIAL CONTRACT SERVICE	40,823.16
533577	6/21/2018	N	CITY OF HERMOSA BEACH	CONTRACT SERVICES	5,867.00
533581	6/21/2018	N	DORENE COLES	YOGA INSTRUCTOR	2,564.10
533591	6/21/2018	N	FIRST CALL STAFFING INC	TEMPORARY EMPLOYEE SERVICES	2,656.85
533598	6/21/2018	N	GRANICUS	MOBILE ENCODER SERVICES	8,675.29
533599	6/21/2018	N	CINDY GREBLIUNAS	VOLLEYBALL INSTRUCTOR	4,540.00
533602	6/21/2018	N	HDR ENGINEERING INC	SEPULVEDA BRIDGE WIDENING	3,173.07
533604	6/21/2018	N	HUNTINGTON BCH MOTORSPORTS INC	MOTORCYCLE PARTS & SERVICE	83,307.92
533607	6/21/2018	N	IPS GROUP INC	PARKING METER CREDIT CARD FEES, REPLACI	6,217.23
533612	6/21/2018	N	JOAN STEIN JENKINS	MUNICIPAL CODE PROSECUTION SERVICES	8,775.00
533618	6/21/2018	N	L A COUNTY DEPT OF P W	TRAFFIC SERVICES	8,187.15
533619	6/21/2018	N	L A COUNTY DEPT OF P W	TRAFFIC SERVICES	3,143.05
533623	6/21/2018	N	LARRY MURAKAMI CONTRACTING	SAND MOVEMENT SERVICES AT SAND DUNE P	10,740.00
533624	6/21/2018	N	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	15,197.60

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

WARRANT BATCH NUMBER: **wr 26b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533631	6/21/2018	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	9,202.24
533632	6/21/2018	N	KATHLEEN C MCGOWAN	WMG COORDINATION	7,173.20
533633	6/21/2018	N	MELAD AND ASSOCIATES INC	BUILDING PLAN CHECK & INSPECTIONS AND F	30,979.31
533634	6/21/2018	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE MAINTENANCE SERVICES CONTR	37,127.03
533635	6/21/2018	N	METLOX LLC	METLOX PLAZA	43,400.00
533636	6/21/2018	N	WALT PAUL MEYERS	TENNIS INSTRUCTOR	5,314.40
533637	6/21/2018	N	MICHAEL BAKER INTERNATIONAL	AVIATION BLVD/ARTESIA BLVD RIGHT TURN I	25,750.19
533642	6/21/2018	N	NICHOLS CONSULTING ENGINEERS	PAVEMENT MANAGEMENT SYSTEM REPORT U	13,903.00
533644	6/21/2018	N	ONWARD ENGINEERING	CONSTRUCTION CDBG ADA COMPLIANT CURB	7,902.50
533645	6/21/2018	N	ORANGE COUNTY STRIPING SVCS	ROADWAY STRIPING SERVICES FOR THE MBUS	44,999.00
533648	6/21/2018	N	PCG MB LLC	UB OVERPAYMENT REFUND	2,570.19
533651	6/21/2018	N	PSOMAS	MARINE STREET RESURFACING	2,997.50
533653	6/21/2018	N	RELIANT IMMED CARE MED GRP INC	PRE-EMPLOYMENT PHYSICALS AND INMATE E	4,180.00
533656	6/21/2018	N	ROUTEMATCH SOFTWARE INC	DIAL A RIDE SOFTWARE	2,885.75
533657	6/21/2018	N	SBRPCA	QUARTERLY ASSESSMENT & REIMBURSEMENT	596,148.00
533659	6/21/2018	N	SBRPCA	ELECTRONICS FOR DETECTIVE 4RUNNER V# 20	33,098.02
533663	6/21/2018	N	SHADE STRUCTURES INC	INSTALLATION OF SHADE SAIL PANEL FABRIC	6,750.32
533665	6/21/2018	N	SOUTH COAST E.V.A.	APPARATUS REPAIRS/SERVICES	17,659.88
533666	6/21/2018	N	SOUTHERN CALIFORNIA EDISON	STREET LIGHTING CHARGES	23,908.49
533670	6/21/2018	N	LOIS STARR	CONSULTING SERVICES TO DEVELOP A HOMEI	3,375.00
533676	6/21/2018	N	TESTING SERVICES INC	MANHATTAN VILLAGE PARK IMPROVEMENTS	2,910.00
533678	6/21/2018	N	THE OHIO CASUALTY INSURANCE CO	MARINE AVE PARK SKATE SPOT RELEASE OF F	22,212.95

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

WARRANT BATCH NUMBER: **wr 26b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
533682	6/21/2018	N	TURBO DATA SYSTEMS INC	PARKING CITATION PROCESSING CONTRACT	9,129.11
533683	6/21/2018	N	UC REGENTS	NURSE EDUCATOR CONTRACT	10,010.64
533686	6/21/2018	N	VERIZON CALIFORNIA INC	SCADA COMMUNICATION	21,127.27
533689	6/21/2018	N	WASTE MANAGEMENT INC	SOLID WASTE HAULING CONTRACT - RESIDEN	309,233.27
533695	6/21/2018	N	ZEENI INC	SUNSET LEAGUE BASKETBALL UNIFORMS	5,191.75
SUBTOTAL					2,607,638.81
COMBINED TOTAL					2,607,638.81

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

**Report of Warrant Disbursements
wr 26b**

Fund	Description	Amount
200	General	934,999.34
201	Street Light	23,908.49
205	Streets & Highways	447,044.54
210	Asset Forfeiture	800.00
230	Prop A	2,925.75
231	Prop C	6,170.57
233	Measure R	1,153.58
401	Capital Improvements	34,441.78
501	Water	354,558.57
502	Storm	11,809.94
503	Waste Water	120,432.03
510	Refuse	309,377.62
520	Parking	53,435.90
521	County Parking Lot	962.50
522	State Pier Lots	191,655.75
601	Insurance	600.00
605	Information Services	15,064.29
610	Vehicle Fleet	119,171.14
615	Building Maintenance	27,761.43
802	Trust Deposit	37.80
		2,656,311.02

CITY OF MANHATTAN BEACH

Warrant Date

6/21/2018

Report of Warrant Disbursements
wr 26b

und
Description

Amount

2,656,311.02

Report of P-Card Transactions

Account Date	Department Management Services	Amount
100-11-011-5202	Memberships & Dues	
05/25/2018	PAYPAL *MANHATTANBE	38.00
100-11-011-5202	Memberships & Dues	38.00
100-11-011-5205	Training, Conferences & Meetings	
05/25/2018	AMERICAN AIR0010623579711	154.00
05/25/2018	AMERICAN AIR0012187953592	797.59
05/25/2018	RENAISSANCE HOTELS PAL	-168.27
05/25/2018	RENAISSANCE HOTELS PAL	168.27
05/25/2018	RENAISSANCE HOTELS PAL	753.33
05/25/2018	RENAISSANCE HOTELS PAL	753.33
100-11-011-5205	Training, Conferences & Meetings	2,458.25
100-11-011-5217	Departmental Supplies	
05/25/2018	5905 EL POLLO LOCO	300.15
05/25/2018	AMAZON MKTPLACE PMTS	26.55
05/25/2018	AMAZON.COM	39.22
05/25/2018	AMERICAN SOLUTIONS4 BUS	3,430.21
05/25/2018	COSTCO WHSE #0564	95.98
05/25/2018	COSTCO WHSE #0671	78.42
05/25/2018	COSTCO WHSE #0671	78.88
05/25/2018	FRESH BROTHERS MANHATTA	143.69
05/25/2018	FRESH BROTHERS MANHATTA	251.09
05/25/2018	FRESH BROTHERS MANHATTA	293.09
05/25/2018	GRUB HUB	512.93
05/25/2018	GRUBHUBTHEKETTLE	96.26
05/25/2018	IN *CUSTOM PINS	565.00
05/25/2018	PIT FIRE ARTISAN PIZZA	115.50
05/25/2018	PITFIRE PIZZA - MANHAT	39.42
05/25/2018	RALPHS #0166	18.19
05/25/2018	RALPHS #0166	33.54
05/25/2018	RALPHS #0166	35.64
05/25/2018	SMART SOURCE CALIFORNIA	381.08
05/25/2018	THAI DISHES RESTAURANT	55.15
05/25/2018	VONS #2275	12.09
05/25/2018	VONS #2275	36.07
100-11-011-5217	Departmental Supplies	6,638.15
100-11-011-5225	Printing	
05/25/2018	SMART SOURCE CALIFORNIA	50.17
100-11-011-5225	Printing	50.17

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Management Services	Amount
100-11-021-5101	Contract Services	
05/25/2018	COSTAR GROUP INC	640.00
100-11-021-5101	Contract Services	<u>640.00</u>
100-11-021-5201	Office Supplies	
05/25/2018	AMAZON MKTPLACE PMTS WWW.	51.92
05/25/2018	OFFICE DEPOT #5101	49.24
05/25/2018	OFFICE DEPOT #5125	123.72
05/25/2018	OFFICE DEPOT #5125	17.51
05/25/2018	OFFICE DEPOT #5125	273.74
05/25/2018	OFFICE DEPOT #5125	273.74
05/25/2018	OFFICE DEPOT #5125	273.74
05/25/2018	OFFICE DEPOT #5125	5.95
05/25/2018	OFFICE DEPOT #5125	64.58
05/25/2018	OFFICE DEPOT #5125	65.10
05/25/2018	OFFICE DEPOT #5125	872.08
100-11-021-5201	Office Supplies	<u>2,071.32</u>
100-11-021-5205	Training, Conferences & Meetings	
05/25/2018	PCAM THE PARK DTLA 2238	15.00
05/25/2018	RENAISSANCE HOTELS PAL	368.78
05/25/2018	RENAISSANCE HOTELS PAL	502.22
05/25/2018	RENAISSANCE HOTELS PAL	530.22
100-11-021-5205	Training, Conferences & Meetings	<u>1,416.22</u>
100-11-021-5210	Computers, Supplies & Software	
05/25/2018	APL* ITUNES.COM/BILL	0.99
100-11-021-5210	Computers, Supplies & Software	<u>0.99</u>
100-11-021-5217	Departmental Supplies	
05/25/2018	CVS/PHARMACY #09496	18.26
05/25/2018	NOAH'S BAGELS #2546	15.50
05/25/2018	OUTLAW GRAPHIX	419.24
05/25/2018	PIT FIRE ARTISAN PIZZA	63.25
05/25/2018	RALPHS #0166	17.46
100-11-021-5217	Departmental Supplies	<u>533.71</u>
100-11-041-5205	Training, Conferences & Meetings	
05/25/2018	50801 105 PARKING	15.00
100-11-041-5205	Training, Conferences & Meetings	<u>15.00</u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Management Services	Amount
100-11-041-5217	Departmental Supplies	
05/25/2018	TERRYBERRY	173.07
05/25/2018	TIFFANY CLEANERS	9.75
100-11-041-5217	Departmental Supplies	<u>182.82</u>
11	Management Services	<u>14,044.63</u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Finance	Amount
100-12-011-5201	Office Supplies	
05/25/2018	AMAZON MKTPLACE PMTS WWW.	57.58
05/25/2018	AMAZON.COM AMZN.COM/BILL	-77.72
05/25/2018	AMAZON.COM AMZN.COM/BILL	97.42
05/25/2018	AMAZON.COM	105.74
05/25/2018	OFFICE DEPOT #5125	1,065.57
05/25/2018	OFFICE DEPOT #5125	108.39
05/25/2018	OFFICE DEPOT #5125	156.57
05/25/2018	OFFICE DEPOT #5125	19.40
05/25/2018	OFFICE DEPOT #5125	-216.79
05/25/2018	OFFICE DEPOT #5125	216.79
05/25/2018	OFFICE DEPOT #5125	218.99
05/25/2018	OFFICE DEPOT #5125	792.95
05/25/2018	OFFICE DEPOT #5125	80.42
05/25/2018	OFFICE DEPOT #5125	80.98
05/25/2018	OFFICE DEPOT #5125	98.53
05/25/2018	OFFICE DEPOT #878	44.98
100-12-011-5201	Office Supplies	2,849.80
100-12-011-5210	Computers, Supplies & Software	
05/25/2018	MICROSOFT - 9 LOS ANGELE	87.59
100-12-011-5210	Computers, Supplies & Software	87.59
100-12-011-5217	Departmental Supplies	
05/25/2018	AMAZON MKTPLACE PMTS	213.53
05/25/2018	WORTHINGTON DIRECT INC	135.01
100-12-011-5217	Departmental Supplies	348.54
100-12-031-5205	Training, Conferences & Meetings	
05/25/2018	ONLC TRAINING CENTERS	295.00
100-12-031-5205	Training, Conferences & Meetings	295.00
100-12-031-5217	Departmental Supplies	
05/25/2018	AMAZON.COM AMZN.COM/BILL	105.74
05/25/2018	AMAZON.COM	49.56
05/25/2018	OFFICE DEPOT #5125	218.99
05/25/2018	SHERATON BOSTON HOTEL	-279.00
05/25/2018	SMART SOURCE CALIFORNIA	171.48
100-12-031-5217	Departmental Supplies	266.77
100-12-032-5205	Training, Conferences & Meetings	

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Finance	Amount
05/25/2018	TAJ BOSTON HOTEL	923.61
100-12-032-5205	Training, Conferences & Meetings	<u>923.61</u>
100-12-032-5225	Printing	
05/25/2018	RYDIN DECAL- MOTO	931.43
100-12-032-5225	Printing	<u>931.43</u>
100-12-041-5217	Departmental Supplies	
05/25/2018	NICKS MANHATTAN BEACH	106.99
100-12-041-5217	Departmental Supplies	<u>106.99</u>
615-12-042-5101	Contract Services	
05/25/2018	DS SERVICES STANDARD COFF	935.31
05/25/2018	GOURMET COFFEE75413104	1,758.70
05/25/2018	GOURMET COFFEE75413104	74.95
05/25/2018	SUPERIOR PLANT SCAPES	258.00
615-12-042-5101	Contract Services	<u>3,026.96</u>
615-12-042-5211	Automotive Parts	
05/25/2018	COMPLETES PLUS CPL	149.58
05/25/2018	COMPLETES PLUS CPL	441.95
05/25/2018	COMPLETES PLUS CPL	47.96
05/25/2018	COMPLETES PLUS CPL	482.86
05/25/2018	COMPLETES PLUS CPL	-512.14
05/25/2018	COMPLETES PLUS CPL	871.09
05/25/2018	GOODYEAR TIRE&RUBBER CO	2,178.05
615-12-042-5211	Automotive Parts	<u>3,659.35</u>
615-12-042-5222	Warehouse Inventory Purchases	
05/25/2018	GRAINGER	364.35
05/25/2018	IBI - SUPPLYWORKS #2251	112.74
05/25/2018	IBI - SUPPLYWORKS #2251	1,682.07
05/25/2018	IBI - SUPPLYWORKS #2251	759.95
05/25/2018	WAXIE SANITARY SUPPLY	518.10
05/25/2018	WAXIE SANITARY SUPPLY	581.23
05/25/2018	WESTSIDE BUILDING MATERI	50.99
615-12-042-5222	Warehouse Inventory Purchases	<u>4,069.43</u>
12	Finance	<u><u>16,565.47</u></u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Human Resources	Amount
100-13-011-5201	Office Supplies	
05/25/2018	OFFICE DEPOT #5125	117.52
100-13-011-5201	Office Supplies	117.52
100-13-011-5205	Training, Conferences & Meetings	
05/25/2018	82377 - 6701 CENTER DRIVE	20.00
05/25/2018	LIEBERTCASS	70.00
100-13-011-5205	Training, Conferences & Meetings	90.00
100-13-011-5214	Employee Awards & Events	
05/25/2018	COSTCO WHSE #0671	21.81
05/25/2018	TERRYBERRY	100.00
05/25/2018	TERRYBERRY	419.07
100-13-011-5214	Employee Awards & Events	540.88
100-13-011-5218	Recruitment Costs	
05/25/2018	CORNER BAKERY 0206	230.50
05/25/2018	CORNER BAKERY 0206	230.50
05/25/2018	DONNOE & ASSOCIATES INC	605.00
05/25/2018	MANHATTAN BREAD & BAGEL	181.00
05/25/2018	NOAH'S BAGELS #2546	12.00
05/25/2018	TRADER JOE'S #121 QPS	4.94
05/25/2018	VONS #2275	10.37
05/25/2018	YUM YUM # 9044	11.99
100-13-011-5218	Recruitment Costs	1,286.30
601-13-021-5205	Training, Conferences & Meetings	
05/25/2018	82377 - 6701 CENTER DRIVE	20.00
05/25/2018	PAYPAL *COUNCILSELF	125.00
601-13-021-5205	Training, Conferences & Meetings	145.00
601-13-021-5217	Departmental Supplies	
05/25/2018	5905 EL POLLO LOCO	202.55
601-13-021-5217	Departmental Supplies	202.55
13	Human Resources	2,382.25

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Recreation	Amount
100-14-011-5207	Advertising	
05/25/2018	FACEBK RGJJNFEDY2	139.58
05/25/2018	FACEBK SGJJNFEDY2	6.15
100-14-011-5207	Advertising	<u>145.73</u>
14	Recreation	<u>145.73</u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account	Department	
Date	Police	Amount
100-15-011-5201	Office Supplies	
05/25/2018	AMAZON.COM	240.55
05/25/2018	OFFICE DEPOT #5125	110.67
05/25/2018	OFFICE DEPOT #5125	119.76
05/25/2018	OFFICE DEPOT #5125	181.08
05/25/2018	OFFICE DEPOT #5125	216.26
05/25/2018	OFFICE DEPOT #5125	23.81
05/25/2018	OFFICE DEPOT #5125	24.85
05/25/2018	OFFICE DEPOT #5125	262.72
05/25/2018	OFFICE DEPOT #5125	285.97
05/25/2018	OFFICE DEPOT #5125	50.14
05/25/2018	OFFICE DEPOT #5125	570.81
05/25/2018	OFFICE DEPOT #5125	60.49
05/25/2018	OFFICE DEPOT #5125	61.91
05/25/2018	OFFICE DEPOT #5125	65.69
05/25/2018	OFFICE DEPOT #5125	81.01
05/25/2018	OFFICE DEPOT #5125	81.29
05/25/2018	OFFICE DEPOT #5125	9.84
05/25/2018	OFFICE DEPOT #5125	99.38
05/25/2018	OFFICEMAX/DEPOT 6377	17.29
100-15-011-5201	Office Supplies	<hr/> 2,563.52
100-15-011-5202	Memberships & Dues	
05/25/2018	CALIFORNIA POLICE CHIEFS	145.00
100-15-011-5202	Memberships & Dues	<hr/> 145.00
100-15-011-5205	Training, Conferences & Meetings	
05/25/2018	HYATT REGENCY SACRAMENTO	217.80
05/25/2018	HYATT REGENCY SACRAMENTO	217.80
05/25/2018	NICKS MANHATTAN BEACH	146.02
05/25/2018	PIT FIRE ARTISAN PIZZA	193.16
100-15-011-5205	Training, Conferences & Meetings	<hr/> 774.78
100-15-011-5206	Uniforms/Safety Equipment	
05/25/2018	OPTICSPLANET, INC.	594.94
05/25/2018	OPTICSPLANET, INC.	-99.99
05/25/2018	OPTICSPLANET, INC.	99.99
05/25/2018	EMBROIDME BEACH CITIES	1.38
05/25/2018	NATIONAL EMBLEM	2,047.65
100-15-011-5206	Uniforms/Safety Equipment	<hr/> 2,643.97

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account	Department	Amount
Date	Police	
100-15-011-5217	Departmental Supplies	
05/25/2018	AMAZON MKTPLACE PMTS WWW.	442.61
05/25/2018	OUTLAW GRAPHIX	419.24
05/25/2018	TARGET.COM *	210.81
05/25/2018	TARGET.COM *	37.65
05/25/2018	VALENTINOS PIZZA	30.44
05/25/2018	VALENTINOS PIZZA	54.31
100-15-011-5217	Departmental Supplies	<u>1,195.06</u>
100-15-021-5101	Contract Services	
05/25/2018	BUBBLES PET SPA 3	65.00
05/25/2018	COMMUNITY VETERINARY HOS	323.50
05/25/2018	COMMUNITY VETERINARY HOS	670.50
100-15-021-5101	Contract Services	<u>1,059.00</u>
100-15-021-5205	Training, Conferences & Meetings	
05/25/2018	DELTA AIR BAGGAGE FEE	25.00
05/25/2018	DELTA AIR BAGGAGE FEE	25.00
05/25/2018	DELTA AIR BAGGAGE FEE	25.00
05/25/2018	DELTA AIR BAGGAGE FEE	25.00
05/25/2018	DELTA AIR BAGGAGE FEE	25.00
05/25/2018	DELTA AIR BAGGAGE FEE	25.00
05/25/2018	NOAH'S BAGELS #2546	43.49
05/25/2018	THE BEST DONUTS	9.50
05/25/2018	VONS #2275	26.06
100-15-021-5205	Training, Conferences & Meetings	<u>229.05</u>
100-15-021-5206	Uniforms/Safety Equipment	
05/25/2018	STRATTON HATS	89.75
100-15-021-5206	Uniforms/Safety Equipment	<u>89.75</u>
100-15-021-5217	Departmental Supplies	
05/25/2018	AMICO SCIENTIFIC CORP	120.46
05/25/2018	COSTCO WHSE #0420	30.81
05/25/2018	PET FOODS MARKET	41.38
05/25/2018	PETCO 598 63505986	111.53
05/25/2018	PETSMART # 0112	80.28
100-15-021-5217	Departmental Supplies	<u>384.46</u>
100-15-041-5101	Contract Services	
05/25/2018	OFFICE DEPOT #5125	1,534.93

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Police	Amount
100-15-041-5101	Contract Services	<u>1,534.93</u>
100-15-041-5217	Departmental Supplies	
05/25/2018	SQ *STEVE'S LOCK, SAFE AN	-19.16
05/25/2018	SQ *STEVE'S LOCK, SAFE AN	19.16
05/25/2018	AMAZON.COM AMZN.COM/BILL	72.00
05/25/2018	FIRSTAIDGLO	382.92
05/25/2018	INDUSTRIAL LOCK AND SECUR	31.48
05/25/2018	NOAH'S-ONLINE CATERING	33.24
05/25/2018	OFFICESIGNC OFFICE SIGN	108.90
05/25/2018	OFFICESIGNC OFFICE SIGN	108.90
05/25/2018	ULINE *SHIP SUPPLIES	66.75
100-15-041-5217	Departmental Supplies	<u>804.19</u>
100-15-041-5225	Printing	
05/25/2018	SMART SOURCE CALIFORNIA	115.77
05/25/2018	SMART SOURCE CALIFORNIA	499.22
100-15-041-5225	Printing	<u>614.99</u>
100-15-051-5217	Departmental Supplies	
05/25/2018	MICHAELS STORES 3008	7.87
05/25/2018	MICHAELS STORES 3048	29.75
05/25/2018	SHUTTERFLY	75.17
100-15-051-5217	Departmental Supplies	<u>112.79</u>
100-15-061-5217	Departmental Supplies	
05/25/2018	SQ *THE BREEZ SCREE	385.11
100-15-061-5217	Departmental Supplies	<u>385.11</u>
100-15-071-5217	Departmental Supplies	
05/25/2018	FIRSTAIDGLO	228.47
100-15-071-5217	Departmental Supplies	<u>228.47</u>
100-15-081-5206	Uniforms/Safety Equipment	
05/25/2018	EMBROIDME BEACH CITIES	1,426.48
05/25/2018	GALLS	39.60
100-15-081-5206	Uniforms/Safety Equipment	<u>1,466.08</u>
100-15-081-5217	Departmental Supplies	
05/25/2018	AMAZON.COM AMZN.COM/BILL	41.20

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Police	Amount
100-15-081-5217	Departmental Supplies	<u>41.20</u>
15	Police	<u>14,272.35</u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Fire	Amount
100-16-011-5214	Employee Awards & Events	
05/25/2018	BECKERS BAKERY	18.00
05/25/2018	COSTCO WHSE #0671	48.12
05/25/2018	NOAH'S BAGELS #2546	97.47
05/25/2018	PARTY CITY 0164	24.77
05/25/2018	TERRYBERRY	439.84
05/25/2018	THE BEST DONUTS	110.50
100-16-011-5214	Employee Awards & Events	<hr/> 738.70
100-16-021-5203	Reference Books & Periodicals	
05/25/2018	CONTRACTOR RESOURCE	315.19
05/25/2018	NFPA NATL FIRE PROTECT	131.35
05/25/2018	NFPA NATL FIRE PROTECT	235.38
05/25/2018	NFPA NATL FIRE PROTECT	401.17
100-16-021-5203	Reference Books & Periodicals	<hr/> 1,083.09
100-16-021-5206	Uniforms/Safety Equipment	
05/25/2018	GALLS	459.39
100-16-021-5206	Uniforms/Safety Equipment	<hr/> 459.39
100-16-021-5217	Departmental Supplies	
05/25/2018	THE HOME DEPOT #0620	99.03
100-16-021-5217	Departmental Supplies	<hr/> 99.03
100-16-031-5203	Reference Books & Periodicals	
05/25/2018	BLM-NIFC FIRE CACHE	90.02
100-16-031-5203	Reference Books & Periodicals	<hr/> 90.02
100-16-031-5206	Uniforms/Safety Equipment	
05/25/2018	ALLSTAR FIRE EQUIPMENT	1,456.35
05/25/2018	ALLSTAR FIRE EQUIPMENT	394.20
100-16-031-5206	Uniforms/Safety Equipment	<hr/> 1,850.55
100-16-031-5217	Departmental Supplies	
05/25/2018	ALLSTAR FIRE EQUIPMENT	-476.72
05/25/2018	ALLSTAR FIRE EQUIPMENT	476.72
05/25/2018	CHICKEN MAISON	88.24
05/25/2018	EMSP 0312	200.00
100-16-031-5217	Departmental Supplies	<hr/> 288.24

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Fire	Amount
100-16-041-5101	Contract Services	
05/25/2018	EMSP 0312	200.00
05/25/2018	EMSP 0312	200.00
100-16-041-5101	Contract Services	<hr/> 400.00
100-16-041-5217	Departmental Supplies	
05/25/2018	BOUND TREE MEDICAL LLC	822.00
05/25/2018	KEYSTONE UNIFORMS	673.38
05/25/2018	TARGET 00001990	10.50
05/25/2018	VALENTINOS PIZZA	54.31
100-16-041-5217	Departmental Supplies	<hr/> 1,560.19
16	Fire	<hr/> <hr/> 6,569.21

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Community Development	Amount
100-17-011-5101	Contract Services	
05/25/2018	CANON SOLUTIONS AMER INC	54.94
100-17-011-5101	Contract Services	<u>54.94</u>
100-17-011-5201	Office Supplies	
05/25/2018	OFFICE DEPOT #5125	264.66
05/25/2018	OFFICE DEPOT #5125	57.25
05/25/2018	SUPPLIESOUTLET.COM	95.98
100-17-011-5201	Office Supplies	<u>417.89</u>
100-17-011-5202	Memberships & Dues	
05/25/2018	CALIFORNIAP	1,000.00
05/25/2018	MUNICIPAL MANAGEMENT ASSO	85.00
100-17-011-5202	Memberships & Dues	<u>1,085.00</u>
100-17-011-5205	Training, Conferences & Meetings	
05/25/2018	BROWNPAPERTICKETS COM	40.00
100-17-011-5205	Training, Conferences & Meetings	<u>40.00</u>
100-17-011-5217	Departmental Supplies	
05/25/2018	AMAZON MKTPLACE PMTS WWW.	194.99
05/25/2018	AMAZON.COM	32.15
05/25/2018	CORNER BAKERY 0206	235.50
05/25/2018	EL TORITO MANHATTAN BEAC	166.39
05/25/2018	FRESH BROTHERS MANHATTA	173.77
05/25/2018	OUTLAW GRAPHIX	419.24
05/25/2018	VCN*LARRCCBSNSCTR	75.00
05/25/2018	VCNLARRCCBUS*SERVICE FEE	1.75
100-17-011-5217	Departmental Supplies	<u>1,298.79</u>
100-17-022-5202	Memberships & Dues	
05/25/2018	APA-MEMBERSHIP ONLINE	483.00
100-17-022-5202	Memberships & Dues	<u>483.00</u>
100-17-022-5205	Training, Conferences & Meetings	
05/25/2018	BROWNPAPERTICKETS COM	160.00
100-17-022-5205	Training, Conferences & Meetings	<u>160.00</u>
100-17-022-5210	Computers, Supplies & Software	
05/25/2018	DMI* DELL HLTHCR/PTR	609.84

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Community Development	Amount
100-17-022-5210	Computers, Supplies & Software	<u>609.84</u>
100-17-031-5202	Memberships & Dues	
05/25/2018	INT'L CODE COUNCIL INC	85.00
100-17-031-5202	Memberships & Dues	<u>85.00</u>
100-17-041-5205	Training, Conferences & Meetings	
05/25/2018	CA OF CODE ENFORCEMENT OF	369.00
100-17-041-5205	Training, Conferences & Meetings	<u>369.00</u>
100-17-051-5101	Contract Services	
05/25/2018	PAYPAL *CITYTRAFFIC	1,800.00
05/25/2018	PAYPAL *CITYTRAFFIC	2,000.00
05/25/2018	PAYPAL *CITYTRAFFIC	2,600.00
100-17-051-5101	Contract Services	<u>6,400.00</u>
100-17-413-5217	Departmental Supplies	
05/25/2018	AMAZON MKTPLACE PMTS WWW.	43.98
05/25/2018	AMAZON MKTPLACE PMTS WWW.	72.12
05/25/2018	AMAZON MKTPLACE PMTS WWW.	96.89
05/25/2018	AMAZON MKTPLACE PMTS	116.97
05/25/2018	AMAZON MKTPLACE PMTS	-15.97
05/25/2018	AMAZON MKTPLACE PMTS	71.99
05/25/2018	AMAZON MKTPLACE PMTS	79.99
05/25/2018	ANYPROMO INC	2,015.98
05/25/2018	PIT FIRE ARTISAN PIZZA	239.95
100-17-413-5217	Departmental Supplies	<u>2,721.90</u>
17	Community Development	<u><u>13,725.36</u></u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Public Works	Amount
100-18-011-5201	Office Supplies	
05/25/2018	AMAZON MKTPLACE PMTS	24.99
05/25/2018	CANON SOLUTIONS AMER INC	243.80
05/25/2018	OFFICE DEPOT #1170	281.84
05/25/2018	OFFICE DEPOT #5125	314.59
05/25/2018	OFFICE DEPOT #5125	490.06
05/25/2018	OFFICE DEPOT #5125	57.91
05/25/2018	OFFICE DEPOT #5125	61.17
05/25/2018	OFFICE DEPOT #5125	999.23
100-18-011-5201	Office Supplies	2,473.59
100-18-011-5205	Training, Conferences & Meetings	
05/25/2018	AMERICAN PUBLIC WORKS	829.00
05/25/2018	PANDA EXPRESS #356 T	144.54
05/25/2018	SOUTHWES 5261447190030	211.96
100-18-011-5205	Training, Conferences & Meetings	1,185.50
100-18-011-5206	Uniforms/Safety Equipment	
05/25/2018	MBM GEAR	70.35
100-18-011-5206	Uniforms/Safety Equipment	70.35
100-18-011-5210	Computers, Supplies & Software	
05/25/2018	APL* ITUNES.COM/BILL	2.99
100-18-011-5210	Computers, Supplies & Software	2.99
100-18-011-5214	Employee Awards & Events	
05/25/2018	RALPHS #0166	33.91
05/25/2018	THE LOFT HAWAIIAN RESTAUR	754.35
100-18-011-5214	Employee Awards & Events	788.26
100-18-011-5217	Departmental Supplies	
05/25/2018	99 CENTS ONLY STORES #310	12.05
05/25/2018	99 CENTS ONLY STORES #377	30.66
05/25/2018	CANVA 01969-3507292	1.00
05/25/2018	DOLLAR TREE	16.43
05/25/2018	RALPHS #0166	8.35
100-18-011-5217	Departmental Supplies	68.49
100-18-021-5203	Reference Books & Periodicals	
05/25/2018	AMAZON MKTPLACE PMTS	197.98

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Public Works	Amount
05/25/2018	AMAZON MKTPLACE PMTS	98.99
100-18-021-5203	Reference Books & Periodicals	<u>296.97</u>
100-18-021-5205	Training, Conferences & Meetings	
05/25/2018	AMERICAN AIR0012189774467	338.60
05/25/2018	ENGINEERS BD	115.00
05/25/2018	OPC CA ENGINEERS BOARD	1.00
100-18-021-5205	Training, Conferences & Meetings	<u>454.60</u>
100-18-021-5217	Departmental Supplies	
05/25/2018	OUTLAW GRAPHIX	419.25
100-18-021-5217	Departmental Supplies	<u>419.25</u>
100-18-032-5101	Contract Services	
05/25/2018	SPOK INC	20.09
100-18-032-5101	Contract Services	<u>20.09</u>
100-18-032-5217	Departmental Supplies	
05/25/2018	A AND A READY MIX CONCRET	648.24
05/25/2018	A AND A READY MIX CONCRET	692.04
05/25/2018	CALPORTLAND CEMENT	995.27
05/25/2018	HD SUPPLY WHITE CAP #019	210.27
05/25/2018	LEARNED LUMBER	34.87
05/25/2018	LEARNED LUMBER	41.71
05/25/2018	LEARNED LUMBER	9.47
05/25/2018	OUTLAW GRAPHIX	419.25
05/25/2018	ROSEBURROUGH TOOL IN	407.22
05/25/2018	STEAMX LLC	72.27
05/25/2018	WESTWOOD BUILDING MATERIA	160.97
100-18-032-5217	Departmental Supplies	<u>3,691.58</u>
100-18-034-5217	Departmental Supplies	
05/25/2018	ACE INDUSTRIAL SUPPLY INC	851.14
05/25/2018	ENNIS PAINT INC	584.04
05/25/2018	MANERI SIGN COMPANY INC	147.83
05/25/2018	MANERI SIGN COMPANY INC	279.23
05/25/2018	MANERI SIGN COMPANY INC	3,339.76
05/25/2018	MANERI SIGN COMPANY INC	438.00
05/25/2018	MANERI SIGN COMPANY INC	93.92
05/25/2018	USA BLUE BOOK	151.87
05/25/2018	USA BLUE BOOK	313.70

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Public Works	Amount
05/25/2018	USA BLUE BOOK	85.66
100-18-034-5217	Departmental Supplies	<u>6,285.15</u>
100-18-042-5217	Departmental Supplies	
05/25/2018	ACE INDUSTRIAL SUPPLY INC	2,185.56
05/25/2018	AQUA-FLO SUPPLY INC #107	204.27
05/25/2018	AQUA-FLO SUPPLY INC #107	380.07
05/25/2018	AQUA-FLO SUPPLY INC #107	575.92
05/25/2018	EWING IRRIGATION PRD 27	871.41
05/25/2018	MATHESON - BN6	1,824.72
05/25/2018	MB LANDSCAPING & NURSERY	56.94
05/25/2018	SUPREME PAINT (MANHATT	388.53
05/25/2018	TARGET 00001990	60.20
05/25/2018	THE HOME DEPOT #0620	100.60
05/25/2018	THE HOME DEPOT #0620	136.46
05/25/2018	THE HOME DEPOT #0620	666.40
100-18-042-5217	Departmental Supplies	<u>7,451.08</u>
201-18-121-5217	Departmental Supplies	
05/25/2018	LANDSCAPE LIGHTING WORLD	371.36
05/25/2018	LANDSCAPE LIGHTING WORLD	656.31
201-18-121-5217	Departmental Supplies	<u>1,027.67</u>
501-18-211-5217	Departmental Supplies	
05/25/2018	OUTLAW GRAPHIX	419.25
501-18-211-5217	Departmental Supplies	<u>419.25</u>
501-18-221-5101	Contract Services	
05/25/2018	4IMPRINT	2,247.63
501-18-221-5101	Contract Services	<u>2,247.63</u>
501-18-231-5101	Contract Services	
05/25/2018	SPOK INC	50.10
501-18-231-5101	Contract Services	<u>50.10</u>
501-18-231-5217	Departmental Supplies	
05/25/2018	CALIFORNIA HARLEY DAVI	3.83
05/25/2018	HACH COMPANY	231.66
05/25/2018	TORRANCE BAKERY	117.00
501-18-231-5217	Departmental Supplies	<u>352.49</u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Public Works	Amount
501-18-241-5217	Departmental Supplies	
05/25/2018	WATERLINE TECHNOLOGIES	969.08
501-18-241-5217	Departmental Supplies	969.08
501-18-251-5101	Contract Services	
05/25/2018	SPOK INC	20.09
501-18-251-5101	Contract Services	20.09
501-18-251-5217	Departmental Supplies	
05/25/2018	BEST BUY MHT 00001040	55.10
05/25/2018	BEST BUY MHT 00001040	-99.20
05/25/2018	M & K METAL CO	741.38
05/25/2018	MANDALAY - ADV DEP	201.82
05/25/2018	S AND J SUPPLY CO SFS	668.09
05/25/2018	THE HOME DEPOT #0620	1,047.68
05/25/2018	THE HOME DEPOT #0620	214.35
05/25/2018	THE HOME DEPOT #0620	248.40
05/25/2018	THEKETTLE	111.87
05/25/2018	TODD PIPE AND SUPPLY HAWT	440.03
05/25/2018	WESTWOOD BUILDING MATERIA	238.49
501-18-251-5217	Departmental Supplies	3,868.01
502-18-311-5217	Departmental Supplies	
05/25/2018	THE HOME DEPOT #0620	248.00
502-18-311-5217	Departmental Supplies	248.00
503-18-321-5101	Contract Services	
05/25/2018	SPOK INC	40.18
503-18-321-5101	Contract Services	40.18
503-18-321-5217	Departmental Supplies	
05/25/2018	GRAINGER	114.97
05/25/2018	HAAKER EQUIPMENT CO	428.15
05/25/2018	WW GRAINGER	687.37
503-18-321-5217	Departmental Supplies	1,230.49
520-18-511-5101	Contract Services	
05/25/2018	SPOK INC	20.09
05/25/2018	SQ *ENVIRONMENTAL S	697.50

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Public Works	Amount
520-18-511-5101	Contract Services	<hr/> 717.59
520-18-511-5217	Departmental Supplies	
05/25/2018	MICHAELS STORES 3048	20.36
05/25/2018	NLS LLC	4,864.50
05/25/2018	PAYPAL *RIVCITYIND	378.50
05/25/2018	RELIANCE FOUNDRY CO LTD	2,116.20
05/25/2018	SEARS.COM 9300	503.69
05/25/2018	THE HOME DEPOT #0620	145.63
05/25/2018	THE HOME DEPOT #0620	21.60
05/25/2018	WW GRAINGER	318.68
05/25/2018	WW GRAINGER	334.68
05/25/2018	WW GRAINGER	9.15
520-18-511-5217	Departmental Supplies	<hr/> 8,712.99
521-18-514-5217	Departmental Supplies	
05/25/2018	NLS LLC	4,816.63
05/25/2018	PAYPAL *RIVCITYIND	392.00
521-18-514-5217	Departmental Supplies	<hr/> 5,208.63
522-18-512-5217	Departmental Supplies	
05/25/2018	THE HOME DEPOT #0620	201.02
05/25/2018	THE HOME DEPOT #0620	307.59
05/25/2018	THE HOME DEPOT #0620	33.04
05/25/2018	THE HOME DEPOT #0620	82.58
05/25/2018	TODD PIPE AND SUPPLY HAWT	163.51
522-18-512-5217	Departmental Supplies	<hr/> 787.74
522-18-512-5501	Telephone	
05/25/2018	PACIFIC TELEMANAGEME	70.00
522-18-512-5501	Telephone	<hr/> 70.00
610-18-611-5217	Departmental Supplies	
05/25/2018	IN *D & S SALES, INC.	377.22
05/25/2018	MOMAR, INC	898.63
05/25/2018	RADIOTRONICS, INC	1,178.00
05/25/2018	SQ *STEVE'S LOCK, SAFE AN	28.47
05/25/2018	ALLDATA CORP #8601	799.50
05/25/2018	ANY KAR AUTO PARTS	1,314.00
05/25/2018	COMPLETES PLUS CPL	-116.79
05/25/2018	COMPLETES PLUS CPL	16.41

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Public Works	Amount
05/25/2018	COMPLETES PLUS CPL	-188.30
05/25/2018	COMPLETES PLUS CPL	3.99
05/25/2018	COMPLETES PLUS CPL	30.53
05/25/2018	COMPLETES PLUS CPL	35.16
05/25/2018	COMPLETES PLUS CPL	36.64
05/25/2018	COMPLETES PLUS CPL	42.50
05/25/2018	EDDINGS 0026741	128.17
05/25/2018	EDDINGS 0026741	131.85
05/25/2018	EDDINGS 0026741	20.66
05/25/2018	EDDINGS 0026741	21.50
05/25/2018	EDDINGS 0026741	27.34
05/25/2018	EDDINGS 0026741	31.62
05/25/2018	EDDINGS 0026741	3,307.49
05/25/2018	EDDINGS 0026741	50.65
05/25/2018	KIMBALL MIDWEST	425.35
05/25/2018	MARTIN CHEVROLET	109.91
05/25/2018	MARTIN CHEVROLET	12.40
05/25/2018	MARTIN CHEVROLET	164.80
05/25/2018	MATHESON-308	68.60
05/25/2018	MUNICIPAL MAINTENANCE EQU	568.78
05/25/2018	OREILLY AUTO #2890	8.80
05/25/2018	SCOTT ROBINSON CHRYSLER D	384.95
05/25/2018	SOUTH BAY FORD	15.42
05/25/2018	SOUTH BAY FORD	-17.60
05/25/2018	SOUTH BAY FORD	550.66
05/25/2018	SOUTH BAY FORD	69.51
05/25/2018	SOUTH BAY FORD	813.78
05/25/2018	SOUTH BAY FORD	-85.16
05/25/2018	SOUTH BAY FORD	85.16
05/25/2018	THEKETTLE	129.37
05/25/2018	WW GRAINGER	356.54
610-18-611-5217	Departmental Supplies	<hr/> 11,836.51
610-18-611-5226	Automotive Fuel	
05/25/2018	SAFETY KLEEN SYSTEMS BRAN	2,141.73
610-18-611-5226	Automotive Fuel	<hr/> 2,141.73
615-18-041-5209	Tools & Minor Equipment	
05/25/2018	HOMEDEPOT.COM	31.85
05/25/2018	THE HOME DEPOT #0620	17.57
05/25/2018	THE HOME DEPOT #0620	49.58
05/25/2018	THE HOME DEPOT #0620	62.66

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Public Works	Amount
615-18-041-5209	Tools & Minor Equipment	<hr/> 161.66
615-18-041-5217	Departmental Supplies	
05/25/2018	SQ *STEVE'S LOCK, SAFE AN	10.95
05/25/2018	AMAZON MKTPLACE PMTS	280.47
05/25/2018	DUR-A-FLEX INC	303.21
05/25/2018	GRAINGER	185.44
05/25/2018	LEARNED LUMBER	126.51
05/25/2018	LEARNED LUMBER	-34.11
05/25/2018	LEARNED LUMBER	47.24
05/25/2018	LEARNED LUMBER	-7.85
05/25/2018	MCMASTER-CARR	119.35
05/25/2018	MCMASTER-CARR	167.40
05/25/2018	MCMASTER-CARR	22.36
05/25/2018	MCMASTER-CARR	220.66
05/25/2018	MCMASTER-CARR	298.08
05/25/2018	MCMASTER-CARR	64.05
05/25/2018	PRO LINE INDUSTRIAL PRODU	1,212.93
05/25/2018	RSD - GARDENA#48	160.13
05/25/2018	SP * CROWD CONTROL WAR	82.26
05/25/2018	SUPREME PAINT (MANHATT	20.17
05/25/2018	SUPREME PAINT (MANHATT	20.83
05/25/2018	TARGET 00001990	127.50
05/25/2018	TARGET 00001990	98.52
05/25/2018	THE HOME DEPOT #0620	114.34
05/25/2018	THE HOME DEPOT #0620	19.71
05/25/2018	THE HOME DEPOT #0620	23.37
05/25/2018	THE HOME DEPOT #0620	238.66
05/25/2018	THE HOME DEPOT #0620	-27.51
05/25/2018	THE HOME DEPOT #0620	4.39
05/25/2018	THE HOME DEPOT #0620	44.55
05/25/2018	THE HOME DEPOT #0620	53.74
05/25/2018	THE HOME DEPOT #0620	6.55
05/25/2018	THE HOME DEPOT #0620	74.24
05/25/2018	THE HOME DEPOT #0620	75.03
05/25/2018	TODD PIPE AND SUPPLY HAWT	15.59
05/25/2018	TODD PIPE AND SUPPLY HAWT	48.25
05/25/2018	TODD PIPE AND SUPPLY HAWT	70.76
05/25/2018	VONS #2275	3.27
05/25/2018	WW GRAINGER	200.78
05/25/2018	WW GRAINGER	71.94
615-18-041-5217	Departmental Supplies	<hr/> 4,563.76

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Public Works	Amount
18	Public Works	<u>67,881.50</u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Information Technology	Amount
100-19-052-5104	Computer Contract Services	
05/25/2018	AMAZON WEB SERVICES	528.41
100-19-052-5104	Computer Contract Services	528.41
605-19-051-5205	Training, Conferences & Meetings	
05/25/2018	AMERICAN AIR0010283122700	25.00
05/25/2018	AVATAR HOTEL	636.52
05/25/2018	DELTA AIR 0062323341382	117.20
05/25/2018	DELTA AIR BAGGAGE FEE	25.00
05/25/2018	LYFT *RIDE MON 12PM	8.70
05/25/2018	LYFT *RIDE MON 4PM	8.36
05/25/2018	LYFT *RIDE TUE 5PM	6.41
05/25/2018	LYFT *RIDE TUE 8AM	9.37
05/25/2018	LYFT *RIDE WED 8AM	4.44
05/25/2018	MARRIOTT COPLEY PLACE	975.12
05/25/2018	MARRIOTT COPLEY PLACE	975.12
05/25/2018	ONBASE CONF	2,400.00
05/25/2018	ONBASE CONF	600.00
05/25/2018	SOUTHWES 5261441240115	137.98
05/25/2018	SQ *YELLOW CAB 408 421 90	25.18
605-19-051-5205	Training, Conferences & Meetings	5,954.40
605-19-051-5210	Computers, Supplies & Software	
05/25/2018	AMAZON MKTPLACE PMTS WWW.	13.99
05/25/2018	AMAZON MKTPLACE PMTS	379.84
05/25/2018	APL* ITUNES.COM/BILL	0.99
05/25/2018	APL* ITUNES.COM/BILL	2.99
05/25/2018	APL* ITUNES.COM/BILL	9.99
05/25/2018	CBI*CLEVERBRIDGE INC	79.00
05/25/2018	COSTCO WHSE #0671	87.05
05/25/2018	DMI* DELL HLTHCR/PTR	2,399.50
05/25/2018	DMI* DELL HLTHCR/PTR	60.76
05/25/2018	FACEBK *FACEBK WAHLGENW82	378.00
05/25/2018	FORTRES GRAND CORP	35.60
05/25/2018	FORTRES GRAND CORP	47.00
05/25/2018	STAPLES 00109512	-13.13
05/25/2018	WIRELESS PLANET	197.00
605-19-051-5210	Computers, Supplies & Software	3,678.58
605-19-051-5217	Departmental Supplies	
05/25/2018	OUTLAW GRAPHIX	419.24

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Report of P-Card Transactions

Account Date	Department Information Technology	Amount
605-19-051-5217	Departmental Supplies	<u>419.24</u>
19	Information Technology	<u>10,580.63</u>
	Report Totals	<u><u>146,167.13</u></u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 25a, dated 5/31/2018; Check number 533393.

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Martha Alvarez, Senior Deputy City Clerk

SUBJECT:

Quarterly Update on City Work Plan (City Manager Moe).

RECEIVE REPORT

RECOMMENDATION:

Staff recommends that City Council receive the quarterly update on the City Work Plan.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with the recommended action.

BACKGROUND:

The City's current Work Plan was first discussed on March 9, 2018. Subsequently, an additional public meeting was held on May 16, 2018. Based on direction provided at the May meeting, staff updated the Work Plan to reflect the priorities identified by City Council. Direction was also given to provide quarterly updates on the City Work Plan items. This is the first set of updates provided to City Council.

DISCUSSION:

The Work Plan attached reflects the City Council's priorities for the coming 12-18 months. At the meeting on May 16, 2018, City Council directed staff to update the City Work Plan.

The following items were removed from the Work Plan as directed at the May 16, 2018 meeting:

- "City Hall Intern Program" from Management Services
- "AC Conner Art Exhibition" from Parks and Recreation
- "Decommissioning Public Mural in City Hall from Parks and Recreation
- "Assessment of Pending Projects for City Traffic Engineer" from Community

Development

The following item was added to the Work Plan as directed at the May 16, 2018 meeting:

- Assessment of Historical Artifacts and Structural Review of Historical Beach Cottage in Parks and Recreation

The next updates will be presented to City Council in October 2018, January 2019 and April 2019. City Council will have an opportunity to reassess the City Work Plan items on an annual basis, as well as provide direction during the quarterly updates.

A list of the completed items is attached to the back of the City Council Work Plan document.

PUBLIC OUTREACH/INTEREST:

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

ENVIRONMENTAL REVIEW

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW

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

Attachment:

1. City Work Plan

CITY OF MANHATTAN BEACH

**CITY COUNCIL
WORK PLAN**

Developed at the City Council Work Plan Meeting March 9, 2018
Updated July 11, 2018



Contents

Management Services	3
Finance	7
Human Resources	11
Parks and Recreation	13
Police	21
Fire	25
Community Development	29
Public Works	35
Information Technology	41
Completed Items	45

Management Services

1. Citywide Document Imaging System (Conversion) Project

- a. **Background:** An RFI was issued in October 2014 where the lowest bidder was Konica Minolta Business Solutions/KMBS-ECM (Hyland OnBase). City Council approved use of OnBase on June 15, 2015. The City Clerk began integrating the systems in early 2016 and continues to work with departments to upload documents in phases. Demos were provided by KMBS-ECM to departments on January 26, 2018, and February 9, 2018.
- b. **Status:** In Progress – Community Development (Planning), Finance (Accounting), and Public Works.

Completed – City Clerk legislative documents from 1912 to present, Community Development (Building) and Finance (Purchasing).
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Continue supporting departments that are currently scanning documents, as well as those in preparation.
 - ii. Create document management workflow with Community Development (Planning), Finance (Accounting), and Public Works.
- e. **Target Due Date:** Fiscal Year 2020

2. Centralized Citywide Contract Management Systems

- a. **Background:** Convened a Contract Working Group with the City Attorney's Office, Human Resources/Risk Management and Finance Department to create a more efficient and effective contract approval process. The group created a Citywide contract workflow process with all City departments. Investing in a Citywide Contract Management solution ensures accurate record-keeping practices, continued workflow standards, maintaining legal compliance and meeting insurance requirements. On March 9, 2018, City Council directed staff to move forward with a Citywide Contract Management software solution that manages the City's growing contract demand. This solution will launch in coordination with the City's pending Enterprise Resource Planning (ERP) solution.
- b. **Status:** In Progress – Present selection of ERP system application to City Council.
- c. **Next City Council Action:** Review and adopt proposed ERP system application at meeting on July 17, 2018, and award contract to recommended vendor.
- d. **Action Items:**
 - i. Negotiate acceptable terms with selected vendor.
 - ii. Present recommended vendor to City Council at July 17, 2018 meeting.
 - iii. Create proper contract management workflow with selected vendor.
- e. **Target Due Date:** Winter 2019

3. City Council Sponsorship Policy

- a. **Background:** City Council has requested a possible policy on sponsorship of community events that includes guidelines regarding attendance, process for selecting events, timelines, etc.
- b. **Status:** In Progress - Developing draft for City Council review.
- c. **Next City Council Action:** Review draft policy and provide direction on September 18, 2018.
- d. **Action Items:**
 - i. Develop draft policy and present to City Council for discussion on September 18, 2018.
 - ii. Pending City Council approval, implement policy changes as necessary.
- e. **Target Due Date:** Fall 2018

4. Establish Policy Regarding City Council Communications

- a. **Background:** On March 9, 2018, City Council approved developing a draft policy to guide City Council communications with City staff and the public in order to maintain an efficient and effective work environment.
- b. **Status:** In Progress – Developing draft for City Council review.
- c. **Next City Council Action:** Review draft policy and provide direction on September 18, 2018.
- d. **Action Items:**
 - i. Develop draft policy and present to City Council for discussion on September 18, 2018.
 - ii. Implement approved policies throughout the organization.
- e. **Target Due Date:** Fall 2018

5. City Hall Security

- a. **Background:** On March 9, 2018, City Council approved performing a security assessment on City Hall and other City facilities with options for improving safety for the community and City employees. A security assessment was conducted on City Hall and other City facilities in Spring 2018.
- b. **Status:** In Progress
- c. **Next City Council Action:** Receive presentation on results from security assessment and provide direction on opportunities for improved securities at meeting on September 18, 2018.

d. Action Items:

- i.** Present findings and recommendations from security assessment to City Council at their meeting on September 18, 2018.
- ii.** Implement approved upgrades.

e. Target Due Date: December 2018

6. Develop and Execute Plan to Address Homelessness in Manhattan Beach

a. Background: In October 2017, Manhattan Beach applied for and received a grant from Los Angeles County to create a plan to prevent and address homelessness. The City retained consultants with expertise in regional homeless and housing resources and conducted outreach from March to April 2018. A plan was developed and presented to City Council on April 17, 2018. Based on City Council direction, the draft was updated and will be presented to City Council at a future meeting.

b. Status: In Progress

c. Next City Council Action: Review updated draft plan and present for City Council adoption at the August 21, 2018 meeting.

d. Action Items:

- i.** Update draft plan and present to City Council for review at the August 21, 2018 meeting.
- ii.** Work with community and staff to implement goals of the plan.

e. Target Due Date: August 2018, for plan approval and ongoing implementation.

Finance

1. Update on Revenue Enhancements

- a. **Background:** City Council directed staff to provide the Finance Subcommittee and City Council with a list of key financial challenges (rising pensions cost, streetlight/landscape fund and storm drain fund deficits) that are significantly affecting the City's financial future. Staff will review possible revenue sources that may be utilized to address subsidies and deficits issues.
- b. **Status:** Pending data collection; review options with Finance Subcommittee in August 2018, prior to bringing it to City Council in September.
- c. **Next City Council Action:** Review recommendations from staff and Finance Subcommittee at the October 2, 2018 meeting.
- d. **Action Items:**
 - i. Gather relevant data regarding key financial challenges.
 - ii. Present findings to Finance Subcommittee in Summer 2018.
 - iii. Present findings and recommendations from Finance Subcommittee to City Council at the October 2, 2018 meeting.
- e. **Target Due Date:** October 2, 2018

2. Update on City's Pension Liabilities

- a. **Background:** City Council directed staff to provide an update on the City's pension liabilities and how that impacts the City's financial future. The City consults with an independent actuary to review plans and project rates beyond what CalPERS provides. Staff will present information on the City's pension liabilities to the Finance Subcommittee and City Council. City will receive the annual actuary valuation report for 2017 from CalPERS in August 2018.
- b. **Status:** In Progress
- c. **Next City Council Action:** Review recommendations from staff and Finance Subcommittee at the September 18, 2018 meeting.
- d. **Action Items:**
 - i. Gather relevant data on City's ongoing pension liabilities.
 - ii. Present the information to Finance Subcommittee in Summer 2018.
 - iii. Present the information and recommendations from Finance Subcommittee to City Council at the September 18, 2018 meeting.
- e. **Target Due Date:** September 18, 2018

3. Update on City's Streetlighting Fund

- a. **Background:** As part of a request for revenue enhancement opportunities, City Council directed staff to provide an update on the City's Streetlighting Fund, which derives its revenue from assessments to property owners. Updating those assessments, which have not been changed since 1996, will require a Proposition 218 vote. Currently, transfers from the General Fund supplement the Streetlighting Fund. Staff will provide an update on this fund and future options to the Finance Subcommittee and City Council.
- b. **Status:** Pending data collection, review options with Finance Subcommittee in September 2018 and prior to City Council review in October 2018.
- c. **Next City Council Action:** Review recommendations from staff and Finance Subcommittee at the October 2, 2018 meeting.
- d. **Action Items:**
 - i. Develop update on Streetlighting Fund.
 - ii. Present update to Finance Subcommittee in September 2018.
 - iii. Present recommendations from staff and Finance Subcommittee at meeting on October 2, 2018.
- e. **Target Due Date:** October 2, 2018

4. Explore Increasing Stormwater Fees

- a. **Background:** City Council requested an update on potentially increasing Stormwater Fees. Similar to the City's Streetlighting Fund, Stormwater Fees are assessments to property owners and have not been changed since 1996. They are also not sufficient to sustain the program's current and future capital needs and annually require transfers from the City's General Fund. Increasing these fees will require a Proposition 218 vote.
- b. **Status:** Pending data collection, review options with Finance Subcommittee in September 2018 and prior to City Council review in October 2018.
- c. **Next City Council Action:** Review recommendations from staff and Finance Subcommittee at the October 2, 2018 meeting.
- d. **Action Items:**
 - i. Review options for increasing Stormwater Fees.
 - ii. Present options to Finance Subcommittee in September 2018.
 - iii. Present recommendations from staff and Finance Subcommittee at the October 2, 2018 meeting.
- e. **Target Due Date:** October 2, 2018

5. Conduct a Comprehensive User Fee Study and Cost Allocation Plan (CAP)

- a. **Background:** Staff will conduct a Comprehensive User Fee Study and Cost Allocation Plan (CAP) in 2019. The study was last completed in 2015, and best practice is to

conduct these studies every 4-5 years. This process ensures that the City identifies the true cost of providing various City services. The study will start in January 2019 and will take approximately six months to complete.

- b. Status:** Scheduled to begin January 2019.
- c. Next City Council Action:** Receive report on the Comprehensive User Fee Study and Cost Allocation Plan (CAP) and provide direction on recommendations for fee adjustments, meeting date in June/July 2019.
- d. Action Items:**
 - i.** Develop and issue RFP to select a consultant Summer 2018.
 - ii.** Begin Comprehensive User Fee Study and CAP in January 2019.
 - iii.** Review results with Finance Subcommittee in May/June 2019, meeting date TBD.
 - iv.** Present recommendations from staff and Finance Subcommittee to City Council in June/July 2019.
- e. Target Due Date:** Summer 2019

Human Resources

1. Update Policy for Processing Worker's Compensation Claims

- a. **Background:** Conduct a review of current policies and procedures. Staff will review policy drafts concurrently with an update of all personnel rules and instructions to ensure cohesion across policies.
- b. **Status:** In Progress
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Ensure coordination with Personnel Rules and Instructions before executing final draft.
- e. **Target Due Date:** December 2018

2. Review and Update Personnel Rules and Personnel Instructions

- a. **Background:** Staff are updating the City's Personnel Rules and Personnel Instructions while concurrently reviewing the City's policy for processing worker's compensation claims. Staff will conduct the necessary meet and confer meetings with the City's labor groups.
- b. **Status:** In Progress
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Conduct necessary meet and confer meetings with City's labor groups.
 - ii. Ensure coordination with updated policy to process worker's compensation claims before executing final drafts.
- e. **Target Due Date:** December 2018

3. Update City Injury Illness Prevention Program (IIPP) and Evaluate Safety Program

- a. **Background:** Staff reviewed current IIPP program, Safety Program and associated policies to ensure alignment with current Occupation Safety and Health Administration (OSHA) requirements. Appropriate trainings regarding OSHA requirements were provided in FY 2016-2017. Staff will communicate and provide additional training to staff regarding IIPP changes, if necessary, once policies have been finalized.
- b. **Status:** In Progress
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Finalize and implement updated policies throughout the organization.
- e. **Target Due Date:** December 2018

4. Update on Recruitment of Fire Management Open Executive Positions

- a. **Background:** At the City Council meeting on March 9, 2018, City Council requested an update on the recruitment of open executive positions in Fire management. Staff expects to have a list of candidates in June 2018.
- b. **Status:** In Progress
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Complete the Fire Chief Recruitment Process.
- e. **Target Due Date:** June 2018

5. Collective Bargaining Negotiations with six (6) Labor Groups

- a. **Background:** The majority of the collective bargaining agreements between the City and various employee groups expire December 31, 2018. These contracts will need to be renegotiated.
- b. **Status:** Pending – Negotiations should begin in Fall 2018.
- c. **Next City Council Action:** Closed Session labor discussions, meeting dates TBD
- d. **Action Items:**
 - i. Seek authority for negotiations from City Council based upon staff recommendations.
- e. **Target Due Date:** January 2019

6. Employee Handbook

- a. **Background:** During Work Plan discussions in September 2017, City Council requested an update to the current Manhattan Beach Employee Handbook.
- b. **Status:** In Progress
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Complete the Personnel Rules update project (#2) before finalizing new Employee Handbook.
 - ii. Present updated Personnel Rules to City Council for adoption once any meet and confer obligations are met.
 - iii. Coordinate updated Employee Handbook with approved Personnel Rules before finalization.
- e. **Target Due Date:** March 2019

Parks and Recreation

1. Update Field Allocation and Use Policy, Field Fees, and Facility Reservation Policy

- a. **Background:** Staff conducted a review of the current policies and fee structures and analyzed the data. New policy drafts were developed based on communication and discussion with field users. City Council discussed the Field Allocation and Use Policy, as well as field fees, at their May 15, 2018 meeting and directed staff to address the issue in a working group before returning to City Council. The Facility Reservation Policy will be presented at the July 17, 2018 meeting.
- b. **Status:** In Progress
- c. **Next City Council Action:** Review the proposed draft Facility Reservation Policy at the July 17, 2018 City Council meeting.
- d. **Action Items:**
 - i. Convene an Ad Hoc Sports Committee that includes regular user groups to further review the Field Allocation and Use Policy, as well as field fees.
 - ii. Present proposed draft Facility Reservation Policy to City Council at their meeting on July 3, 2018.
 - iii. Present findings and recommendations from the Ad Hoc Sports Committee to the Parks and Recreation Commission on July 16, 2018, and to the City Council on September 18, 2018.
- e. **Target Due Date:** Summer 2018

2. Update Citywide Donation Policy (Including Strand Bench & Tree Program, Bench Donation Program and Sponsorship Opportunities)

- a. **Background:** City Council discussed the Strand Bench and Tree and Bench Donation programs at the January 3, 2018 meeting. They directed staff to return with clarifications on the programs, including consistent donor recognition language, specific time frame and potential funds. There was also direction to explore alternative recognition programs. At the City Council Work Plan Meeting on March 9, 2018, direction was given to combine the updates of the recognition policies with other sponsorship opportunities in Parks and Recreation under a Citywide Donation Policy.
- b. **Status:** In Progress
- c. **Next City Council Action:** Discuss presentation of Citywide Donation Policy at City Council meeting on August 7, 2018.
- d. **Action Items:**
 - i. Engage stakeholders in discussion of current donation policies.
 - ii. Present recommendations to City Council on August 7, 2018.

- e. **Target Due Date:** August 2018

3. Sand Dune and Tennis Court Reservations

- a. **Background:** Evaluate current reservation administration and process to identify opportunities for greater efficiencies. Staff will research best practices in efficient reservation services, including appropriate technology.
- b. **Status:** In Progress
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Review software options that prioritize user-friendly interface.
 - ii. Review Sand Dune and Tennis Court reservation fees for potential increase to better reflect cost of use.
- e. **Target Due Date:** Fall 2018

4. Park Master Plan

- a. **Background:** City Council approved this project as part of the Fiscal Year 2015-2016 Capital Improvement Program (CIP), and it was carried over with approval into the Fiscal Year 2017-2021 CIP. Staff will work to develop a comprehensive Parks Master Plan in collaboration with Public Works that will serve as a roadmap for both departments as they continue to provide future amenities to the community. At their meeting on June 5, 2017, City Council approved this project as part of the Parks and Recreation Commission Work Plan with the direction to incorporate or examine previous plans of a similar nature. Parks Master Plan was discussed at the Joint City Council/Parks and Recreation Commission meeting on June 4, 2018 as one of the Commission work plan items for the upcoming year.
- b. **Status:** On Hold
- c. **Next City Council Action:** Begin Park Master Plan by December 2018.
- d. **Action Items:**
 - i. Staff will continue working with Parks and Recreation Commission to develop the Parks Master Plan.
 - ii. Present additional information on the draft Parks Master Plan, as well as the Facility Strategic Plan, to City Council on Summer of 2018.
- e. **Target Due Date:** Fall 2019

5. Community Grant Program Policy Development and Walkabout Events

- a. **Background:** On September 19, 2017, City Council approved acceptable uses for the Public Art Trust Fund, which includes this item. An update was provided on the Public Art Trust Fund items at the City Council meeting on April 3, 2018. The Community Grant Program addresses the need of the community and local arts organizations to fund

small scale art projects within Manhattan Beach. On March 9, 2018, City Council requested a proposal for additional “walkabout” events in Downtown Manhattan Beach, where streets are blocked off and additional entertainment is provided. These events would be funded by the Community Grant Program.

b. Status: In Progress

c. Next City Council Action: Review proposed program outline, meeting TBD.

d. Action Items:

- i.** Staff will develop a program outline and present the draft to the Cultural Arts Commission in September 2018.
- ii.** Present Cultural Arts Commission recommendation to City Council in October 2018.
- iii.** Pending City Council approval, implement program with RFP in November 2018.
- iv.** Award grants in January 2019.

e. Target Due Date: Fiscal Year 2019

6. Public Art Conservation Assessment

a. Background: On September 19, 2017, City Council approved acceptable uses for the Public Art Trust Fund, which includes this item. An update was provided on the Public Art Trust Fund items at the City Council meeting on April 3, 2018. City Council directed staff to conduct an in-house assessment of all public art in Manhattan Beach.

b. Status: Pending – September 2018

c. Next City Council Action: Review recommendations of the Cultural Arts Commission, meeting date TBD.

d. Action Items:

- i.** Staff will begin a comprehensive assessment of all public art in Manhattan Beach.
- ii.** Provide presentation and recommendations to Cultural Arts Commission in December 2018.
- iii.** Present recommendations of the Cultural Arts Commission to the City Council, meeting date TBD.

e. Target Due Date: Fiscal Year 2019

7. Assessment of Historical Artifacts and Structural Review of Historical Beach Cottage

a. Background: At their meeting on May 14, 2018, City Council requested staff conduct an assessment of the City’s current historical artifacts and prepare a report regarding options for preservation of those artifacts, including facilities the City could build and pre-existing options. City Council also directed staff to include the historical “Little Red House” in Polliwog Park in the assessment.

b. Status: In Progress

c. **Next City Council Action:** Review assessment of the City's current historical artifacts and the options for preservation and provide direction, meeting date October 2, 2018.

d. **Action Items:**

- i. Staff will begin a comprehensive assessment of the City's historical artifacts, including the historical beach cottage.
- ii. Provide presentation and recommendations to Cultural Arts Commission, meeting date September 17, 2018.
- iii. Present recommendations of the Cultural Arts Commission to City Council, meeting date October 2, 2018.

e. **Target Due Date:** TBD

8. **Utility Box Beautification**

a. **Background:** On September 19, 2017, City Council approved acceptable uses for the Public Art Trust Fund, which includes this item. An update was provided on the Public Art Trust Fund items at the City Council meeting on April 3, 2018. City Council provided direction that art for this project should highlight the City's history, blend with the existing landscape and/or describe the Manhattan Beach lifestyle.

b. **Status:** In Progress

c. **Next City Council Action:** Review submissions and recommendations by staff and Cultural Arts Commission, meeting September 17, 2018.

d. **Action Items:**

- i. Present proposed utility box locations to Cultural Arts Commission at the May 21, 2018 meeting.
- ii. Issue Request for Proposals (RFP) to artists in June 2018.
- iii. Select images based on City Council priorities listed above.
- iv. Present recommendations to Cultural Arts Commission in September 2018.
- v. Present submissions and recommendations to City Council in October 2018.
- vi. Begin installation in November 2018.

e. **Target Due Date:** December 2018

9. **Sculpture Garden Program**

a. **Background:** On September 19, 2017, City Council approved acceptable uses for the Public Art Trust Fund, which includes this item. An update was provided on the Public Art Trust Fund items at the City Council meeting on April 3, 2018. In 2018, the Sculpture Garden program was reorganized as a two-year program with three artists. It originated in 2009 as a temporary outdoor exhibition program with six artists displaying art for one year.

b. **Status:** In Progress

c. **Next City Council Action:** Review finalists and select proposals at City Council meeting on August 21, 2018.

d. **Action Items:**

i. Present Cultural Arts Commission recommendations to City Council at their meeting on August 21, 2018.

ii. Issue agreements with selected artists.

iii. Install art work at selected locations.

e. **Target Due Date:** January 2019

10. Process to Place Public Art in City Hall

a. **Background:** On September 19, 2017, City Council approved acceptable uses for the Public Art Trust Fund, which includes this item. An update was provided on the Public Art Trust Fund items at the City Council meeting on April 3, 2018.

b. **Status:** In Progress

c. **Next City Council Action:** Establish Ad-Hoc Arts Committee to develop Request for Qualification's RFQ.

d. **Action Items:**

i. Presented proposed application process for public art in City Hall to City Council on May 1, 2018.

ii. Continue decommissioning process for current mural in City Hall.

iii. Pending City Council approval, draft RFQ for public art in City Hall.

iv. Review RFQ proposals and select top candidates.

v. Present top candidate proposals to Cultural Arts Commission for review, meeting date TBD.

vi. Present recommendations to City Council for review, meeting date TBD.

e. **Target Due Date:** September 2018

11. Special Event Policy

a. **Background:** Update City's Special Event Policy to clarify special event definitions and approval processes; create process for handling events that impact the community and City services; and reexamine legacy events for growth and future fee waiver potential. City Council provided direction at their meeting on May 15, 2018.

b. **Status:** In Progress – Updating policy based on City Council feedback.

c. **Next City Council Action:** Review updated policy, meeting date July 17, 2018.

d. **Action Items:**

- i. Update policy based on City Council recommendations and present new draft at the July 17, 2018 meeting.
- ii. Pending City Council direction or approval, update policy accordingly and communicate changes to internal and external users.

e. **Target Due Date:** Summer 2018

12. Senior & Scout House Project including Joslyn Center Façade

a. **Background:** In support of the Older Adults, Boy Scouts and additional community stakeholders who are participating in fundraising for the new Manhattan Beach Senior and Scout Community Center, staff assisted with planning and executing the Pinewood Derby Fundraiser. Staff helped with event logistics, including publicity and marketing, sponsorships, event planning and coordination. City Council updated this item to include fundraising and design option to coordinate the façade of Joslyn Community Center with the new Scout House.

b. **Status:** In Progress – Event will be on May 28, 2018.

c. **Next City Council Action:** None

d. **Action Items:**

- i. Continue meeting with event coordinators to support execution and implementation.

e. **Target Due Date:** TBD

13. Merchandising, Licensing and Branding for the City

a. **Background:** On March 9, 2018, City Council approved an exploration of merchandising, licensing and branding options for the City. Staff is preparing a report on these opportunities.

b. **Status:** In Progress – Developing report for City Council review.

c. **Next City Council Action:** Discuss, provide direction and report at the October 2, 2018 City Council meeting.

d. **Action Items:**

- i. Evaluate opportunities for merchandising, licensing and branding in the City and explore benefits and concerns.
- ii. Present report to City Council on October 2, 2018.

e. **Target Due Date:** October 2018

14. Library Surplus Funds

a. **Background:** On March 9, 2018, City Council requested options for using surplus funds allocated to the Manhattan Beach County Library. The Library Commission received a presentation on February 12, 2018, from City staff and County library staff and made recommendations for surplus fund use.

- b. Status:** In Progress – Pending presentation of recommendations to City Council.
- c. Next City Council Action:** Discuss, provide direction on report and provide recommendations at the August 7, 2018 meeting.
- d. Action Items:**
 - i.** Present report on options for Manhattan Beach County Library surplus fund use, including recommendations made by Library Commission, to City Council at the August 7, 2018 meeting.
 - ii.** Work with LA County and library staff to implement approved recommendations.
- e. Target Due Date:** Fiscal Year 2018-2019

Police

1. MBUSD School Safety and Security Upgrades/Improvements

- a. **Background:** At their meeting on March 20, 2018, at the recommendation of the City Council/MBUSD Ad Hoc Committee, City Council appropriated funds totaling \$1,000,000 from the General Fund unreserved fund balance to support MBUSD safety and security improvements.
- b. **Status:** In Progress
- c. **Next City Council Action:** Review prioritized list of safety and security measures, meeting date TBD.
- d. **Action Items:**
 - i. Meet with MBUSD representatives to develop and prioritize list of safety and security needs across MBUSD campuses.
 - ii. Present list to City Council for review and approval, meeting date TBD.
 - iii. Based on City Council direction, implement prioritized measures.
- e. **Target Due Date:** TBD

2. 2016-2018 Strategic Plan Implementation

- a. **Background:** Continue to implement the 57 action items outlined in the Police Department Strategic Plan. Report progress to the community semi-annually.
- b. **Status:** In Progress
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Implement the 57 action items of the Police Department's Strategic Plan.
- e. **Target Due Date:** December 2018

3. 2019-2021 Strategic Plan Development

- a. **Background:** Create a 2019-2021 Police Department Strategic Plan to guide delivery of police services over the next three years.
- b. **Status:** In Progress
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Gather community and employee input through interactive workshops and surveys; develop 2019-2021 Police Department Strategic Plan.
- e. **Target Due Date:** January 2019

4. **Body Worn Camera Replacement Project**

- a. **Background:** In January 2016, the Police Department began using Body Worn Cameras. The use of Body Worn Cameras (BWC) serve as an effective tool for law enforcement agencies to demonstrate commitment to transparency, ensure the accountability of its members, increase the public's trust in officers and protect department members from unjustified complaints of misconduct. Current BWCs have reached, or are approaching, their recommended end of life (2.5 - 3 years), and new BWC technology has developed over the past few years. Replacement of BWCs is critical to officers' safety, accountability and transparency.
- b. **Status:** In Progress
- c. **Next City Council Action:** February 2019
- d. **Action Items:**
 - i. Research and field test replacement body worn camera options.
 - ii. Research cloud-based video storage solutions for evidentiary videos.
 - iii. Conduct an RFP process, if necessary, and present recommended vendor to City Council at a meeting in February 2019.
 - iv. Implement the replacement body worn camera solution.
- e. **Target Due Date:** April 2019

5. **Computer Aided Dispatch and Records Management System Replacement Project**

- a. **Background:** In Fiscal Year 2017-2018, the South Bay Regional Public Communication Authority (SBRPCA) began the process of replacing/upgrading the Computer Aided Dispatch (CAD) and Records Management Systems (RMS). The consortium cities are sharing the cost of the upgrade. Hawthorne Police Department is serving as the project management lead.
- b. **Status:** In Progress
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Work with South Bay Regional Public Communication Authority (SBRPCA) consortium cities and with vendor, Mark 43, to develop Computer Aided Dispatch System and Records Management System.
 - ii. Implement system and conduct training
- e. **Target Due Date:** December 2019

6. **Radio Replacement Project**

- a. **Background:** Replacement of Police Department portable and in-car radios to achieve enhanced interoperability and officer safety. Worked with South Bay Regional Public

Communications Authority (SBRPCA) to seek grant funding and obtain reduced pricing for radio replacement project. On December 5, 2017, the City Council approved the purchase of the radios.

- b. Status:** In Progress
- c. Next City Council Action:** None
- d. Action Items:**
 - i. Work with SBRPCA to acquire, program and install the radios.
 - ii. Provide training on the enhanced capabilities of the interoperable radios.
- e. Target Due Date:** January 2019

Fire

1. Improve Fire Prevention Inspection Documentation/Data Collection

- a. **Background:** In January 2016, the Fire Prevention Division developed an internal plan to capture inspection data, which includes building information and permit requirements. Permit and inspection software have been updated to accommodate the new permit process.
- b. **Status:** In Progress
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Research technology-based solutions that can be accessed in the field and manage gathered data.
- e. **Target Due Date:** 2019

2. Improve Ambulance Transport Services

- a. **Background:** An Ambulance Operator program was implemented in 2017 and is currently staffed with part-time employees. This program is difficult to sustain and staff effectively, by leaving a potential gap in available ambulance transport services. A presentation on the challenges of this program was provided on April 16, 2018. Based on City Council direction, staff met with McCormick Ambulance to discuss temporary options and are awaiting a proposal on different service deployment models and costs.
- b. **Status:** In Progress
- c. **Next City Council Action:**
 - i. Review short-term/interim contract for ambulance services at the July 17, 2018, meeting to cover potential gaps in service.
 - ii. Once new Fire Chief is appointed, return to City Council for discussion on new models and/or solutions to provide ambulance services to residents, meeting date TBD.
- d. **Action Items:**
 - i. Initiate short-term/interim contract for ambulance services with appropriate vendor.
 - ii. Present contract to City Council at the July 17, 2018 meeting.
 - iii. Review possibilities for new ambulance program models or other solutions to provide effective and efficient emergency medical services.
 - iv. Present options to City Council for discussion and direction, meeting date TBD (after new Fire Chief is appointed).
- e. **Target Due Date:** Fiscal Year 2019

3. Emergency Preparedness

- a. **Background:** The department has completed the new Hazard Mitigation Plan and has sent it to FEMA for review and required changes prior to City Council adoption.
- b. **Status:** In Progress
- c. **Next City Council Action:** Review and adopt updated Hazard Mitigation Plan, meeting date TBD.
- d. **Action Items:**
 - i. Make necessary changes based on FEMA review.
 - ii. Present updated Hazard Mitigation Plan to City Council, meeting date TBD.
- e. **Target Due Date:** August 2018

4. Replace Dispatch Software, Database Management, CAD Integration

- a. **Background:** Staff identified a need for these services and presented a status update to City Council on November 1, 2016. City Council directed staff to develop and issue an RFP. After reviewing the responses, staff conducted site visits and reviewed proposed software modules, project cost and scope of work. The South Bay Regional Communications Authority (RCC) has entered into a contract with a software development firm, Mark 43. They are currently developing systems for Police Departments served by the RCC. After implementation of Police Department systems, Mark 43 will develop systems for Manhattan Beach Fire Department.
- b. **Status:** In Progress
- c. **Next City Council Action:** None.
- d. **Action Items:**
 - i. Work with vendor, Mark 43, to develop appropriate systems for MBFD needs.
 - ii. Implement system and appropriate training.
- e. **Target Due Date:** Winter 2019

5. Emergency Notification System

- a. **Background:** The City's current mass notification system is Reverse 911. Over the years, this program has become ineffective due to technology advances and demands from local jurisdictions. In order to provide effective and efficient mass notification, the Emergency Services Manager and other City staff are evaluating new innovative notification systems that will allow us to contact our employees, residents and businesses during disasters, local emergencies or large scale events.
- b. **Status:** In Progress
- c. **Next City Council Action:** Unknown
- d. **Action Items:** Unknown

e. **Target Due Date:** End Fiscal Year 2018-2019

6. Interoperability Network of the South Bay (INSB)

a. **Background:** Through cooperative effort between the South Bay Regional Communications Authority, Redondo Beach Fire Department and Torrance Fire Department, grant monies have been secured in combination with City contributed funds, for the design, construction, and use of a modern communication system. This system will link communications between all Area G public safety agencies as well as expand future capabilities for interoperable communications with other County agencies.

b. **Status:** In Progress

c. **Next City Council Action:** None

d. **Action Items:**

i. Implement system with new radios upon arrival.

e. **Target Due Date:** Fiscal Year 2018-2019

Community Development

1. Short-Term Rentals

- a. **Background:** On June 16, 2015, City Council reinforced the City's current code, which prohibits transient uses in residential zones, i.e. rentals less than 30 days. At their meeting on March 6, 2018, City Council directed staff to return with additional data on the issue, including insurance, enforcement, revenue, etc.
- b. **Status:** In Progress
- c. **Next City Council Action:** Review additional information presented by staff and discuss possible updates to current code at a City Council Study Session on July 19, 2018.
- d. **Action Items:**
 - i. Gather additional information as requested by City Council, including insurance, enforcement, revenue, etc.
 - ii. Present this information at a City Council Study Session on July 19, 2018.
 - iii. Based on City Council direction, update City Municipal Code and conduct outreach to educate public on possible changes.
- e. **Target Due Date:** Summer 2018

2. Accessory Dwelling Unit

- a. **Background:** Replace IZO regarding Accessory Dwelling Units with City ordinance prior to the IZO's expiration on December 19, 2018.
- b. **Status:** In Progress
- c. **Next City Council Action:** Conduct a public hearing to adopt final regulations, meeting date TBD.
- d. **Action Items:**
 - i. Conduct public hearings at Planning Commission and City Council to adopt final regulations.
 - ii. Update City Municipal Code as necessary.
- e. **Target Due Date:** Fall 2018

3. Sepulveda Corridor Study

- a. **Background:** On September 19, 2017, City Council approved the Sepulveda Planning Initiatives Project and Work Plan, which included the formation of an Ad Hoc Working Group, and provided direction in moving forward. The group met five times to discuss and craft recommendations related to economic vitality, planning, parking, traffic and corridor beautification. Staff presented the Working Group's recommendations to the Planning Commission on April 25, 2018, and conducted a public hearing on May 23, 2018 and June 13, 2018.

- b. Status:** In Progress
- c. Next City Council Action:** Conduct a public hearing, consider Sepulveda Corridor Working Group and Planning Commission recommendations, adopt ordinance and provide direction on recommendations.
- d. Action Items:**
 - i.** Provide presentation and conduct public hearing at City Council meeting on July 3, 2018.
 - ii.** Continue public hearing to July 17, 2018, and introduce ordinance.
 - iii.** Second reading of ordinance at City Council meeting on August 7, 2018.
 - iv.** Implement recommendations approved by City Council.
- e. Target Due Date:** August 2018

4. Manhattan Village Mall Expansion Project

- a. Background:** In December 2014, City Council approved a proposed expansion of the Manhattan Village Mall and associated EIR. Litigation was filed and a settlement agreement approved in November 2016. City Council approved a height variance for the enclosed Mall on December 6, 2016. New litigation was filed in late December 2016, on the Community Development Director's approval of the site plan, as endorsed by City Council on December 20, 2016. Project Manager's agreement with Willdan was completed in September 2016; the applicant approved the Reimbursement Agreement and submitted funding in February 2017. The Plan Check/Inspection Agreement was completed in March 2017. Finance has been invoicing all staff time on a monthly basis and ensuring Trust Fund account has adequate funding to reimburse the City.
- b. Status:** In Progress
- c. Next City Council Action:** Review, discuss and approve Phase III of project, meeting date TBD.
- d. Action Items:**
 - i.** Provide presentation on Phase III of the Manhattan Village Mall Expansion Project to Planning Commission, meeting date TBD.
 - ii.** Provide presentation on Phase III of the Manhattan Village Mall Expansion Project to City Council, meeting date TBD.
- e. Target Due Date:** Fiscal Year 2021
- f. Target Due Date:** May 2018

5. Modernize Parking Standards

- a. Background:** At their Retreat on May 3, 2017, City Council requested staff evaluate and propose modern parking standards. During the discussion regarding Sepulveda Corridor

on September 19, 2017, City Council directed staff to incorporate modern parking standards in the dialogue of the Sepulveda Planning Initiatives Project.

- b. Status:** In Progress
- c. Next City Council Action:** Accept a presentation on the Sepulveda Corridor Working Group and their recommendations, which will include parking standards, at the City Council meeting on June 19, 2018. Due to the unique issues related to parking requirements, staff recommended to the Planning Commission and will recommend to the City Council to bifurcate the suggested parking code revisions and amendments from the Sepulveda Planning Initiatives Project and present to the Parking and Public Improvements Commission and Planning Commission in Fall 2018, after the other Sepulveda Initiatives have been implemented.
- d. Action Items:**
 - i.** Provide presentation at City Council meeting on June 19, 2018.
 - ii.** Present suggested parking code revisions and amendments to the Parking and Public Improvements Commission and Planning Commission, meeting dates TBD.
 - iii.** Conduct a Public Hearing at Planning Commission and City Council, meeting dates TBD.
 - iv.** Implement recommendations approved by City Council.
- e. Target Due Date:** Fall 2018

6. Pedestrian Safety Improvements

- a. Background:** At their retreat on May 3, 2017, City Council discussed possible pedestrian safety improvements and directed staff to provide additional information on possible enhancements. On March 20, 2018 staff provided the City Council with a pedestrian crossing enhancement evaluation. The City Council directed staff to move forward with prioritizing pedestrian enhancements included in various planning documents such as the Downtown Specific Plan, Mobility Plan, Veterans Parkway Master Plan and other pedestrian plans, as appropriate, and include this evaluation in a future CIP discussion.
- b. Status:** In Progress
- c. Next City Council Action:** Review information presented by staff at a future meeting, date TBD.
- d. Action Items:**
 - i.** Present information to City Council for review and prioritization at future CIP discussion, meeting date TBD.
 - ii.** Work to implement City Council directives.
- e. Target Due Date:** TBD

7. Environmental Sustainability Work Plan for 2018-2020

- a. **Background:** A new Environmental Manager was hired in August 2017. Staff explored environmental program trends from other leading communities and identified best practices; laid out upcoming potential environmental initiatives for City Council discussion and approval; and provided updates on ongoing environmental programs. The work plan was presented to City Council on November 7, 2017 for discussion and January 31, 2018 for additional review. City Council approved the creation of a Sustainability Task Force to research and recommend environmental policies or programs. Their first meeting was on April 20, 2018, and they are scheduled to occur on a monthly basis.
- b. **Status:** In Progress

Completed – Adopted plastic pollution policy update (straws, utensils, stirrers, polystyrene packing materials, polystyrene egg cartons) on May 15, 2018.
- c. **Next City Council Action:** Adopt plastic pollution policy update (straws, utensils, stirrers, polystyrene packing materials, polystyrene egg cartons) at City Council meeting in May or June 2018.
- d. **Action Items:**
 - i. Convene regular meetings of Sustainability Task Force and conduct research and analysis on environmental issues to create recommendations for City Council.
 - ii. Create a report about Manhattan Beach’s environmental accomplishments.
 - iii. Continue to research and identify long-term Sustainability Goals for the City.
 - iv. Continue working in the six priority areas, which are:
 - Pollution Prevention Policy- June 2018 and November 2018
 - Climate Change & Energy – Climate Action Plan (2018-2019) & Clean Power Alliance (ongoing)
 - Climate Resiliency – Sea Level Rise Vulnerability Study (2018-2019) & Climate Adaptation Planning (2019-TBD)
 - Smart Water Management
 - Community Partnerships and Outreach
 - Emerging Environmental Issues
- e. **Target Due Date:** Fiscal Year 2020 (Objectives within the plan may be completed before target due date).

8. Update on State Housing Laws

- a. **Background:** In order to maintain accordance with updated California State Housing Laws, the City will need to reevaluate its current housing ordinances and make adjustments as necessary.
- b. **Status:** In Progress

c. **Next City Council Action:** Review recommendations from staff in order to maintain accordance with State Housing Laws at their meeting in January 2019.

d. **Action Items:**

- i. Review City's Housing Element and other relevant documents or policies.
- ii. Present recommendations to City Council at a meeting in January 2019.
- iii. Implement recommendations approved by City Council.

e. **Target Due Date:** 2019

9. Downtown Business Employees Overflow Parking

a. **Background:** At the City Council meeting on March 9, 2018, there was a request from a member of the public to discuss opportunities for employee overflow parking in the Downtown area. Staff will review possible options and current conditions and bring that information back to City Council.

b. **Status:** In Progress

c. **Next City Council Action:** Receive presentation on possible options and current conditions of overflow employee parking in the Downtown area and provide direction at City Council meeting on June 19, 2018.

d. **Action Items:**

- i. Review current conditions of employee parking in Downtown area, best practices in other jurisdictions and estimated impact of recommendations.
- ii. Present recommendations to City Council at their meeting on June 19, 2018, in conjunction with extending parking meter time.
- iii. Implement recommendations approved by City Council.

e. **Target Due Date:** Summer 2018

10. Telecom Facilities with an Updated Ordinance

a. **Background:** In response to new federal telecom permit legislation, staff identified shortcomings in the existing Telecom ordinance and is working with Information Technology and the City Attorney's Office to research options to amend the City's current ordinance.

b. **Status:** In Progress

c. **Next City Council Action:** Review recommendations from staff at a future City Council meeting, meeting date TBD.

d. **Action Items:**

- i. Present recommendations to the Parking and Public Improvements Commission and/or Planning Commission, date TBD.
- ii. Present recommendations to the City Council, date TBD.

e. **Target Due Date:** Spring 2019

Public Works

1. Urban Forest Master Plan

- a. **Background:** City Council approved the Citywide Street Tree Inventory on February 4, 2014. Staff was directed to develop a Street Tree Master Plan, now called an Urban Forest Master Plan. Staff conducted community outreach regarding the development of the Plan and created a draft in 2015. City Council created and approved an Urban Forester position in Fiscal Year 2015-2016 and filled in early 2016.
- b. **Status:** In Progress
- c. **Next City Council Action:** Review updated Draft Urban Forest Master Plan for adoption, as well as associated tree ordinances, meeting date TBD.
- d. **Action Items:**
 - i. Complete drafts of new tree ordinances to coincide with the Urban Forest Master Plan process.
 - ii. Present draft plan and recommendations to City Council for discussion and approval, meeting date TBD.
 - iii. Implement recommendations approved by City Council and communicate changes to community.
- e. **Target Due Date:** Fall 2018

2. Solid Waste Franchise Agreement Contract Process, Including Citywide Food Waste Recycling Program

- a. **Background:** At its meeting on July 18, 2017, City Council approved extending the terms of the Solid Waste Franchise Agreement with Waste Management for up to 24 months in order to complete a new procurement process. Staff conducted significant community outreach to assess satisfaction with current services and additional needs, which was provided to City Council in a memo on December 19, 2017 and also presented as a staff report attachment to City Council on February 6, 2018. City Council appointed two members to a Solid Waste Services Review Ad Hoc Subcommittee (Councilmembers Howorth and Montgomery). Lastly, staff provided additional information on the citywide food waste recycling program and best practices to City Council as a consent item on May 1, 2018.
- b. **Status:** In Progress – RFP has been released; proposals due in August.
- c. **Next City Council Action:** Discuss solid waste proposals in September - November 2018; meeting date for discussion tentatively set for November 20, 2018.
- d. **Action Items:**
 - i. Distribute RFP to solid waste haulers and accept proposals in August.

- ii. Subcommittee and staff review proposals and create recommendation for City Council review.
- iii. Present recommendations to City Council for selection, tentatively November 20, 2018.
- iv. Negotiate agreement terms with selected finalist.
- v. City Council awards selected vendor Solid Waste Agreement with the City, tentatively January 8, 2019.
- vi. Prop 218 process begins – staff will mail notices and host community meetings, tentatively January/February 2019.
- vii. City Council holds public hearing for Prop 218 process, tentatively March 19, 2019.
- viii. New hauler prepares program changes and alerts community to new contract.
- ix. New franchise agreement and solid waste services begin on July 1, 2019.

e. **Target Due Date:** July 2019

3. Uniform Citywide Sign Program of Non-Regulatory City Signs

- a. **Background:** City Council approved consultant agreement to develop signage program on April 7, 2015. Presentations to City Council on this topic were made on October 20, 2015; February 2, 2016; and October 3, 2017. Draft Wayfinding Master Plan was developed. The draft was presented to the Cultural Arts Commission, Planning Commission, Parking and Public Improvements Commission, Downtown Business Professional Association and North End Business Improvement District for review and comments between April 16, 2018 and May 23, 2018. It was then presented to City Council on June 5, 2018.
- b. **Status:** In Progress
- c. **Next City Council Action:** Review and approve revised Wayfinding Master Plan in October 2018.
- d. **Action Items:**
 - i. Provide presentation at City Council meeting in October 2018.
 - ii. Based on feedback or approval from City Council, make adjustments and implement plan.
 - iii. Incorporate plan’s objectives into signage process throughout City.
 - iv. Identify and allocate funds as necessary.
- e. **Target Due Date:** December 2018

4. Pier and Roundhouse Improvements

- a. **Background:** Roundhouse improvements are supported by a third party (Skechers). Pier improvements are being done concurrently with the Roundhouse Aquarium improvements. City Council approved consultant selection and contract on February 21,

2017. Preliminary design of the Roundhouse Aquarium was presented to City Council on May 16, 2017, and approved on August 1, 2017. Work is expected to conclude in August 2018.

- b. Status:** In Progress – Construction on Roundhouse Aquarium.
- c. Next City Council Action:** Accept as complete Pier and Roundhouse Aquarium and Pier improvements, meeting date TBD.
- d. Action Items:**
 - i.** Continue to work with and support construction on Roundhouse Aquarium and update the community and City Council as necessary.
- e. Target Due Date:** August 2018 for completion of construction

5. Report on SCE's Inventory Analysis of Streetlights

- a. Background:** City Council approved purchasing SCE streetlights and converting to LED technology on February 21, 2017. SCE began its inventory analysis in April 2018 after receiving approval from the PUC in November 2017. SCE anticipates providing the inventory analysis to the City in June, 2018. The City will then validate SCE's findings and complete the sale transaction following approval of City Council.
- b. Status:** In Progress
- c. Next City Council Action:** Receive report from SCE regarding streetlight inventory analysis in Manhattan Beach on September 18, 2018, and authorize purchase.
- d. Action Items:**
 - i.** SCE will conduct streetlight inventory analysis.
 - ii.** Following analysis, staff will present SCE report to City Council with recommendations at their meeting on September 18, 2018.
- e. Target Due Date:** September 2018

6. Fire Station #2

- a. Background:** The first condition assessment on Fire Station #2 was performed in September 2016, and a supplemental study was completed on April 20, 2017. Staff presented a report on these assessments, as well as conceptual option plans at the City Council meeting on September 5, 2017. Direction was given to explore construction of a new fire station and return to City Council with cost estimates and financing options. City Council appropriated funds and awarded a contract for design services for the new fire station on May 1, 2018.
- b. Status:** In Progress
- c. Next City Council Action:** Provide feedback on proposed design of new fire station, meeting date TBD.

d. Action Items:

- i. Begin preliminary design phase and conduct two community meetings for community engagement, dates TBD.
- ii. Present updates to City Council for discussion and approval, meeting dates TBD.
- iii. Secure environmental clearances and land use entitlements.
- iv. Finalize design and construction bid documents and present for City Council approval, meeting dates TBD.
- v. Identify funding source and allocate or pursue as necessary.
- vi. Present construction contracts for City Council approval, meeting date TBD.
- vii. Oversee construction of new Fire Station #2.

e. Target Due Date: Fall 2020

7. Sepulveda Bridge Widening Project

a. Background: Staff provided an update on the project to City Council on February 16, 2016, where an amendment was approved to extend the term of the contract with consulting group that is providing assistance on document executions until December 31, 2018. The plans are at the 100% complete stage, and construction is pending final land acquisition. Conducted public hearing regarding Sepulveda Bridge and Resolution of Necessity on June 5, 2018.

b. Status: In Progress

c. Next City Council Action: Award of Construction Contract (TBD) once the legal issues related to Resolution of Necessity are resolved.

d. Action Items:

- i. Schedule community meeting to provide information to the public about the scope of the project, tentatively scheduled for fall 2018.
- ii. Proceed with construction bidding pending final land acquisition (TBD).

e. Target Due Date: December 31, 2021

8. Undergrounding Districts

a. Background: Discussed current status of Utility Undergrounding with City Council on June 6, 2017, and received direction. Discussed future districts and policy on September 4, 2017. Approved proposed policies and procedures for District 4 on October 3, 2017. Approved refinancing of Underground Utility Assessment Districts 04-1, 04-3, 04-5, 05-2 and 05-6 and adopted a Debt Management and Disclosure Policy on January 16, 2018.

b. Status: In Progress

c. Next City Council Action: Conduct hearing for Proposition 218 process for Districts 12 and 14 following pricing provided by the utilities, meeting date TBD.

d. Action Items:

- i.** Finalize utility construction plans for Utility Underground Assessment District 4, 12 and 14, including coordination with relevant utility agencies.
- ii.** Bid projects to receive final costs and conduct Prop 218 process.
- iii.** Move forward with future districts (e.g., 8 and 13) once updated bids have been received for current districts.

e. Target Due Date: December 2018 for Districts 12 and 14; June 2019 for District 4

9. Streetscape Enhancements

a. Background: At the meeting on March 9, 2018, City Council requested that streetscape enhancements be made to improve the aesthetics of the pedestrian areas in Manhattan Beach, including Downtown and North MB. Staff will execute a pilot demo of improvements adjacent to City Hall that will include removing/replacing tiles on sidewalks and minor upgrades in summer 2018. Staff will present the results of the pilot demo to City Council at their meeting on September 18, 2018.

b. Status: In Progress

c. Next City Council Action: Review pilot demo of streetscape enhancements and provide direction at City Council meeting on September 18, 2018.

d. Action Items:

- i.** Execute upgrades as part of the pilot demo, which could include tile renovations or replacements on sidewalks.
- ii.** Engage stakeholders in Downtown and North Manhattan Beach regarding possible future streetscape enhancements.
- iii.** Present results of pilot demo to City Council at their meeting on September 18, 2018 for feedback and direction.

e. Target Due Date: September 18, 2018

10. Parking Management (Parking Meter Solution)

a. Background: The City's parking meters are nearing the end of their useful life, primarily due to the phasing out of 2G communications. City Council directed staff to investigate various meter technologies. This includes conducting a pilot project of approximately 57 meters in the downtown area to investigate customer usage, vacancy, turnover rates, etc. Those findings will be gathered for up to 6 months (through the busy summer and fall period when Manhattan Beach has the most events in the downtown area). Staff is also working toward adjusting the meter time to allow for 3 hours after 6pm in the downtown area.

b. Status: In Progress

- c. **Next City Council Action:** Provide feedback on pilot project, meeting date TBD in early 2019.
- d. **Action Items:**
 - i. Conduct pilot program through December 2018.
 - ii. Revise signage downtown to allow for 3-hour parking after 6:00 PM.
 - iii. Consider roll out of new meters in 2019 with enhanced capabilities for usage and revenue generation.
- e. **Target Due Date:** TBD in 2019

11. Infrastructural Aesthetics/Design Initiative for Public Projects

- a. **Background:** At its meeting on March 9, 2018, City Council directed staff to incorporate infrastructural aesthetics and design initiative into public projects whenever feasible.
- b. **Status:** Ongoing
- c. **Next City Council Action:** Not applicable
- d. **Action Items:**
 - i. Ensure that aesthetic design elements are included into future infrastructure projects whenever feasible.
- e. **Target Due Date:** Ongoing

12. Pedestrian Security Improvements

- a. **Background:** Discussed possible Pedestrian Safety and Security Improvements at City Council Retreat on May 3, 2017, specifically involving street security measures. In light of recent violent events enacted in public streetscapes, City Council expressed interest in exploring options to provide enhanced security measures for the public in Downtown, including the possibility of installing additional safety bollards at the intersection of Manhattan Beach Boulevard and Manhattan Avenue. City Council reviewed proposed security measures for the Downtown area and provided direction on June 5, 2018.
- b. **Status:** In Progress
- c. **Next City Council Action:** Review specific options of available security measures for locations identified by City Council on June 5, 2018k anticipated update to City Council in December 2018.
- d. **Action Items:**
 - i. In coordination with the Police Department and with the support of industry experts, evaluate various options of available security measures including financial information.
 - ii. Present findings and recommendations to City Council in December 2018.
- e. **Target Due Date:** December, 2018

Information Technology

1. Update the Information Systems Master Plan (ISMP)

- a. **Background:** The ISMP was issued in 2013 and included projects through Fiscal Year 2017. Staff will review and update that plan to prioritize and align technology projects across departments with City Council priorities.
- b. **Status:** In Progress
- c. **Next City Council Action:** Receive a presentation on the updated ISMP, meeting date TBD.
- d. **Action Items:**
 - i. Review current ISMP items and update accordingly.
 - ii. Incorporate City Council priorities and current technology projects into updated ISMP.
 - iii. Provide update to City Council in September 2018.
- e. **Target Due Date:** September 2018

2. Enterprise Resource Planning (ERP) System

- a. **Background:** An RFP was issued in early 2016 for an ERP system consultant that would guide the City through the evaluation of the current Human Resources and Finance needs and assist with the selection of a replacement solution. City Council awarded a contract to NexLevel IT Consulting. In fall 2016, the consultant and IT met with all involved departments to assess needs and expectations, which were used to develop an RFP for ERP services.
- b. **Status:** In Progress
- c. **Next City Council Action:** Consider awarding contract for ERP System based on staff's assessment of needs and resulting recommendation at the meeting on July 17, 2018.
- d. **Action Items:**
 - i. Present recommended vendor to City Council at their meeting on June 5, 2018.
 - ii. Negotiate acceptable terms with selected vendor.
 - iii. Launch selected ERP system throughout the organization.
- e. **Target Due Date:** Winter 2021 (Assuming a 3-year implementation process after City Council approves agreement.)

3. Work Order Management

- a. **Background:** Based on feedback from users, staff would like to research upgrading or replacing the City's Work Order Management solution. If this change occurs, staff will work to maintain alignment with proposed ERP solution.

- b. **Status:** On Hold – Pending selection of ERP solution.
- c. **Next City Council Action:** None
- d. **Action Items:**
 - i. Present recommendation to City Council at meeting on July 17, 2018.
- e. **Target Due Date:** TBD after selection of ERP solution.

4. Fiber Master Plan

- a. **Background:** Staff gave a presentation on the benefits of a Municipal Broadband Network to City Council on April 19, 2016. As a result of this discussion, staff issued an RFP to develop a Fiber Master Plan and assess the potential of a municipal broadband network in Manhattan Beach. On June 6, 2017, City Council awarded an agreement to Magellan Advisors to develop the City's Fiber Master Plan. Community outreach was conducted, as well as assessments with City staff, to create the final plan.
- b. **Status:** In Progress
- c. **Next City Council Action:** Hold a Fiber Study Session to discuss the findings of the research, as well as the Draft Fiber Master Plan, meeting date TBD in summer 2018.
- d. **Action Items:**
 - i. Schedule a Fiber Study Session for City Council discussion and feedback.
- e. **Target Due Date:** Summer 2018 for Fiber Study Session; additional due dates to follow.

5. Update on Portable Recording Equipment

- a. **Background:** At the City Council meeting on March 9, 2018, an update was requested on the City's portable recording equipment and its functionality.
- b. **Status:** In Progress
- c. **Next City Council Action:** Accept Informational Memo on the City's portable recording equipment, date of issue end of July.
- d. **Action Items:**
 - i. Evaluate portable recording equipment and provide informational memo.
- e. **Target Due Date:** TBD

6. Update on City Website and New City URL (.gov)

- a. **Background:** City Council directed staff to explore converting the City's .info domain to a .gov domain. Staff is currently researching what domain names are available and associated cost to create a new .gov domain for Manhattan Beach. Staff is also researching opportunities to emphasize a user-friendly interface for the City website.
- b. **Status:** In Progress

c. **Next City Council Action:** Review options provided by staff and provide direction, meeting date TBD.

d. **Action Items:**

i. Research possible domain names and associated costs for switching website domains.

ii. Research opportunities to update the City website.

iii. Present findings to City Council for further direction, meeting date TBD.

e. **Target Due Date:** October 2018

7. **Automated Permitting Software Solution**

a. **Background:** Staff identified a need for electronic permitting services and presented a status update to City Council on November 1, 2016, and an RFP was approved. After reviewing the responses, staff conducted site visits and reviewed proposed software modules, project cost and scope of work.

b. **Status:** In Progress

c. **Next City Council Action:** Review and discuss staff recommended vendor to provide automated permitting software at their meeting on July 17, 2018.

d. **Action Items:**

i. Evaluate needs of the City and department and the proposals received.

ii. Present recommendation to City Council for review.

iii. If approved by City Council, implement solution.

e. **Target Due Date:** Fall 2019

Completed Items

1. Sustainable Energy Options Study Session (Community Development)

- a. **Background:** On March 29, 2014, a community forum met to discuss options to bring Manhattan Beach to 100% renewable energy by 2025 ("MB2025") as part of Earth Hour initiative; Sonoma County Community Choice Aggregation (CCA) program was presented. Presented Energy Audit recommendations to City Council for consideration at January 17, 2017 meeting. City Council approved joining the LA County CCA, now called Clean Power Alliance of Southern California in December 2017.

2. Feasibility Study of Community Choice Aggregation (Community Development)

- a. **Background:** City Council adopted Resolution No. 14-0067 in Oct 2014 to explore the feasibility of Community Choice Aggregation (CCA) and participate in a CCA steering committee. LA County completed an initial "Business Plan" to assess feasibility for County operation of a CCA (Sept 2016); County finalized its CCA JPA framework in April 2017 and seek membership in May/June 2017. South Bay Clean Power is preparing documentation to form a CCA for interested cities in the South Bay as an alternative to a County CCA. City Council approved joining the LA County CCA, now called Clean Power Alliance of Southern California in December 2017 and will continue to review the benefits of membership in this group.

3. Mobility Plan Adoption and Implementation

- a. **Background:** On November 19, 2015, a Joint City Council/Planning Commission meeting was held to review the draft Mobility Plan and provide feedback. Based on the input received, the draft Mobility Plan was put on hold until further direction. On August 1, 2017, the City Council approved an agreement to complete the Mobility Plan Update, as well as host a community workshop to provide background information about the plan and the process thus far. That workshop was held on October 5, 2017. City Council conducted a public hearing for consideration of the Final Draft General Plan Mobility Plan Update on May 15, 2018, and approved the update.

4. Cable Television – Government Channel Enhancements (Information Technology)

- a. **Background:** Staff worked with Granicus to upgrade City's live web stream to high definition by procuring and implementing high definition hardware in April 2018.

5. Improvements to the Comfort Station at the Base of the Pier (Public Works)

- a. **Background:** Comfort Station Improvements were completed in 2016 and work to re-install mosaic tile art was completed in early 2017.

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Mark Leyman, Parks and Recreation Director
Linda Robb, Management Analyst

SUBJECT:

Revised Special Event Policy Consistent with City Council Direction (Parks and Recreation Director Leyman).

APPROVE

RECOMMENDATION:

Staff recommends that the City Council approve the updated Special Event Policy and application fee waivers based on City Council direction.

FISCAL IMPLICATIONS:

There are no direct fiscal implications associated with this item. The application fee is established by the User Fee and Cost Allocation Study and reflects the fully burdened rates for staff to route and provide input on safety, mapping, traffic and community impacts, such as parking and amplified sound. The current application fee for FY 18/19 is \$803.

Per City Council direction at the May 15, 2018 Council meeting, fee waivers for the event application will be granted for Level I events organized by the Downtown Manhattan Beach Business and Professional Association (DMBPA), North Manhattan Beach Business Improvement District (BID), events relating to or organized by the Manhattan Beach Unified School District, the Historical Society and the Chamber of Commerce. The fee waivers are for the event application only, and do not include any City services or third party costs.

BACKGROUND:

The City Council adopted the initial City of Manhattan Beach Special Event Policy in 1989 (Attachment 1). The policy has not been updated since its adoption and does not accurately reflect the current review and submittal process. At the May 15, 2018 City Council meeting, staff

proposed an updated Special Event Policy (Attachment 2).

City Council directed staff to make four changes to the policy:

1. Separate service fees and application fees when considering a waiver
2. Include parking and shuttle requirements for all Level II and III events
3. Allow ongoing annual events to apply for "Legacy" status after 10 years
4. Waive application fees for Level 1 events, which are defined as smaller events that require little to no City services, do not occur at peak times and have low attendance

DISCUSSION:

Staff updated the policy to reflect City Council direction, and also met with the DMBBPA to address their parking and transportation concerns for special events in the downtown area. The DMBBPA supports the changes below and will continue to work with staff and the special events committee to address ongoing impacts to the downtown area.

Based on City Council direction and DMBBPA input, staff made the following updates to the proposed Special Event Policy:

Separation for Service and Application Fees

The revised fee waiver language now reads, "Organizations may request from City Council, a waiver of costs for City services and City resources and/or fees for City permits or Special Event application. Fee waivers may only be granted by the City Council. Fee waivers do not apply to any third-party costs incurred to support the event."

Parking and Transportation for Level II and III Events

A traffic and parking plan is required for all Level II and Level III events, to show that adequate provision for satellite parking, shuttle transportation and traffic control. Level II and Level III events must offer rideshare codes to their patrons and actively promote rideshare options.

Legacy Status for Annual Events

Legacy Event status may be requested by event organizers after 10 consecutive years of successful event execution. Legacy status may only be granted by the City Council.

Peak Season

The peak season start date was changed from June 15 to May 15 (ending September 15). This request came from the DMBBPA noting increased downtown beach traffic starting in mid-May. Staff also supports this change.

Application Fee Waivers for Level 1 Events

Waive of application fees for Level 1 events, which are defined as smaller events that require little to no City services, do not occur at peak times and have low attendance.

Per City Council direction, the application fee waivers for Level 1 events include the following organizations: Manhattan Beach Unified School District, DMBBPA, North Manhattan Beach BID, Manhattan Beach Historical Society and Chamber of Commerce.

As is the current practice, each event will be reviewed and considered separately with appropriate requirements being assigned as necessary to ensure that public safety considerations are met, and to minimize the impact to the surrounding residents and businesses.

PUBLIC OUTREACH/INTEREST:

Staff met with and received input from the DMBBPA on updating the language in the policy to address a mandatory traffic and parking plan. Staff will continue to work with DMBBPA and event organizers to minimize parking impacts.

The special event policy was discussed at the January 22, 2018 and April 30, 2018 Parks and Recreation Commission meetings and at several Special Event Committee meetings. The Special Event Committee consists of representatives from each department. Representatives from the Downtown Manhattan Beach Business Professional Association and event organizers are also invited to the monthly meetings.

LEGAL REVIEW

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

Attachments:

1. Original Special Event Policy (March 1989)
2. Updated Special Event Policy (2018)
3. Special Event Application

CITY OF MANHATTAN BEACH
POLICY FOR SPECIAL EVENTS

Upon the recommendation of the Manhattan Beach Parks and Recreation Commission and approval of the City Council, the provisions, procedures and regulations stated hereafter shall constitute the Special Events Policy of the City.

I. GENERAL PROVISIONS

- A. A special event shall be defined as any activity that requires more than the normal amount of police resources for a successful completion and which includes any of the following:
1. City streets or public rights-of-way more than one block long
 2. A substantial effect on traffic
 3. Attracts a substantial number of people
 4. Reasonable likelihood that the City will be exposed to potential liability
 5. Amplified music or performances
- B. It shall be the responsibility of the Director of Parks and Recreation, or their designated representative, to process applications for the use of city streets and other public rights-of-way for the purpose of conducting special events (excluding City functions). The Director of Parks and Recreation shall submit copies of the applications to other City departments and the Risk manager to review and comment before submitting the requests to the City Council.

Once an activity is approved by the City Council, future applications for the same event may be approved by the Director of Parks and Recreation provided that there are no significant changes in the location, format or other aspects or problems associated with the event. Any such changes will require the event to go before the City Council again for approval. Parks and Recreation shall be responsible for coordinating all special conditions or guidelines and special fees that might be required of the organizers of the special event as requested by other City departments.

II. APPLICATIONS

- A. All applications shall be in writing and submitted to the Parks and Recreation Department. Applications must be submitted at least 60 calendar days prior to the event.
- B. Applications for special events to be held in City parks, recreation facilities or on athletic fields shall be submitted in writing at least 90 days prior to the event and the application will be considered by the City Parks and Recreation Commission prior to consideration by the City Council.
- C. A copy of the approved application must be in the hands of the persons conducting the event at the event site
- D. Preparation of any publicity material or other printed material showing the date and location of the event prior to City approval of the event is strictly prohibited. Planned publicity materials must be approved by the City before any printing of such materials.

- E. Priority will be given to Manhattan Beach resident organizations and businesses (a resident organization is one composed of 75% Manhattan Beach residents). Established events shall have priority over first-time events.
- F. A maximum of 15 annual special events per calendar year will be allowed (official City events excepted). If 15 annual events are scheduled, a waiting list will be established from which new special events will be selected when the number of special events drops below 15. Resident groups on the waiting list shall have priority over non-resident groups. Separate waiting lists will be maintained for resident and non-resident applications. Priority on each list will be determined by the date an application is received by the Parks and Recreation Department.
- G. Each group that is included on the approved list of events may maintain its place on the list by submitting a "request for continuation" to the Director of Parks and Recreation within 90 calendar days after the culmination of that special event. Failure to submit a "request for continuation" within the 90 calendar day period will result in the removal of the event from the list of approved events.
- H. A maximum of 5 "one time only" special events will be allowed each calendar year in addition to the 15 scheduled annual events (official City events excepted). No more than one "one time only" event will be allowed in a given month.
- I. All groups which conducted annual special events in the City of Manhattan Beach during fiscal year 1987-88 will be automatically included on the master list of special events as long as the event satisfied the conditions set forth in paragraph II G above.
- J. The Parks and Recreation Department will be responsible for maintaining the special events list.

III. FEES AND CHARGES

- A. Fees and charges for City personnel, materials and services shall be charged as deemed necessary by the City Council. Security bonds and/or cash deposits may be required by the City if deemed necessary by the City Council.
- B. If an event is cancelled, fees may be charged for costs incurred by the City for personnel, materials and services.

IV. INSURANCE

The City may require insurance and/or indemnification as protection from liability in amounts commensurate with the risks involved in the event. Applicants must provide adequate certificate of insurance and an executed endorsement form in compliance with City insurance requirements.

Effective March 15, 1989

CITY OF MANHATTAN BEACH
SPECIAL EVENTS POLICY

Upon the recommendation of the Manhattan Beach Parks and Recreation Commission and approval of the City Council, the provisions, procedures and regulations stated hereafter shall constitute the Special Events Policy of the City.

General Provisions

1. Definitions

- A. **Special event** - any activity that requires more than the normal amount of City services or resources for a successful completion and/or includes any of the following:
 - i. City streets or public rights-of-way more than one block long
 - ii. Utilizes public area or facility
 - iii. Requires reserved parking in or on a City parking lot, structure or street
 - iv. A likelihood to cause traffic delays, changes to the normal flow of traffic, or reduction in public parking
 - v. Attracts a substantial number of people
 - vi. Potential City exposure to liability
 - vii. Amplified sound or performances
 - viii. Gathering of over 50 people in a public space not reservable through Parks and Recreation
- B. **Pass-through event** - event participants pass through the City of Manhattan Beach and the event does not begin or end in Manhattan Beach.
- C. **Legacy Event** - longstanding annual community special events that occurred in fiscal year 1987/1988 and continue to the present.
- D. **Annual Event** – event that occurs around the same time every year
- E. **Peak Season** – May 15 – September 15
- F. **Commercial Activation** - an event with the purpose of promoting a commercial interest, including but not limited to, product launches and promotions, movie premier campaigns and book launches. Commercial activations and events are not permitted.
- G. **County permitted event** - event takes place completely on the beach requiring a permit from Los Angeles County department of Beaches and Harbors
- H. **City Services** – services provided by City staff
- I. **City Resources** – City-owned, operated or leased equipment and/or supplies
- J. **Fee Waiver** - Organizations may request from City Council, a waiver of costs for City Services and City Resources and/or fees for City Permits or Special Event Application. Fee waivers may only be granted by the City Council. Fee waivers do not apply to any third party costs incurred to support the event
- K. **Special Events Committee** – a committee of representatives from each City department meeting monthly to discuss staffing needs, departmental concerns and logistics for new and upcoming special events.
- L. The following locations are not eligible for Special Event permits:
Bruce’s Beach, Larsson Street Parkette, 8th Street Parkette

2. Use Classifications and Impact Characteristics

Special events will be categorized as a Level I, II, or III event based on information provided in the special event application, Impact Characteristics Worksheet. Events requesting service or

consumption of alcohol on public property, a multi-year contract, and/or expected attendance of over 1,000 are automatically classified as Level III and are subject to approval by the City Council.

- A. Impact Level I events are low impact events requiring little to no City Resources.
Impact Level I characteristics may include but are not limited to:
 - i. 300 or fewer expected participants
 - ii. Event date is not in the peak season
 - iii. Event does not have amplified sound
 - iv. Event does not begin or end in Manhattan Beach (pass-through)

 - B. Impact Level II events are medium impact events.
Impact Level II characteristics may include but are not limited to:
 - i. 300-1000 expected participants/attendees
 - ii. Event occurs on the weekend
 - iii. Event occurs in a park or facility
 - iv. Reserved parking may be requested
 - v. Street closures may be requested
 - vi. Event requires amplified sound

 - C. Impact Level III events are high impact events
Impact Level III characteristics may include but are not limited to:
 - i. Over 1000 expected participants/attendees
 - ii. Involves alcohol on public property
 - iii. Event occurs on a Holiday
 - iv. Event occurs on the Strand or Pier area
 - v. Street closures are required
 - vi. Event occurs in Peak Season

 - D. Special events occurring entirely on private property, which do not require City services, may require a Temporary Use Permit or Group Entertainment Permit, issued by the Community Development Department.
3. Special Events Approval Guidelines and Process
- A. Event limits – the number of approved events shall be governed by available resources and is at the discretion of the City Council.
 - B. Application submittal deadlines - Special Events applications must be submitted as follows:
 - i. Level III events: must be submitted at least 180 days prior to the desired event date. Upon approval by the Parks and Recreation Commission and City Council, permit will be processed and issued by the Parks and Recreation Director. Legacy events may be approved by the Special Events Commission as long as there are no significant changes to the event.
 - ii. Level II events: must be submitted at least 90 days prior to desired event date and will be reviewed by the Special Events Committee and Parks and Recreation Commission. The Upon Parks and Recreation Commission recommendation, the Parks and Recreation Director may process and issue permits. Should the Parks and Recreation Commission recommend denial of a Special Event, that decision may be appealed by the applicant, to the City Council.

- iii. Level I events: must be submitted at least 60 days prior to the desired event date. Level I events will be reviewed and permits will be issued by the Director of Parks and Recreation on the recommendation of the Special Events Committee. Should the Special Events Committee recommend denial of a Special Event, that decision may be appealed to the Parks and Recreation Commission.
 - iv. Pass-through Events: must be submitted at least 60 days prior to the desired event date.
 - v. Priority will be given to Manhattan Beach resident organizations and businesses (a resident organization is one composed of at least 60% Manhattan Beach residents).
 - vi. Established events shall have priority over first-time events.
 - vii. Events submitted earliest will be given priority for their preferred dates.
- C. At the discretion of the Director of Parks and Recreation, applications may be submitted and approved after the application submittal deadline has passed, provided:
- i. There are unforeseeable circumstances (memorial service, team victory celebration, etc.)
 - ii. The event is one that requires minimal City staff support and is not deemed to negatively impact City businesses or residents.
- D. Spontaneous events which are occasioned by news or affairs coming into public knowledge less than forty-eight hours prior to such event may be conducted on the Civic Plaza located between City Hall and the Police/Fire Facility without organizers first having to obtain an event permit. If practicable, the organizers should give notice to the Police Department at least four hours prior to the event, informing the City of the date and time of the event and providing an estimate of the approximate number of persons who will be participating.
- E. Annual Events
- i. Applications for Legacy Events will be requested at the beginning of the calendar year and will be reviewed by the Special Events committee for approval.
 - ii. Annual Events will be required to apply for their continuing special events on an annual basis. Applications for the following year shall be submitted within 90 days of the event.
 - iii. Legacy Events and established Annual Events shall have first right of refusal in the event of a date conflict with a newer event.
 - iv. If any significant changes are requested for Annual and Legacy Events, City Council or Parks and Recreation Commission approval may be required.
 - v. Legacy Event status may be requested by event organizers after 10 consecutive years of successful event execution. Legacy status may only be granted by the City Council.
4. Parking and Transportation
- A. A parking plan is required for Level II and Level III events, to show that adequate provision has been made for satellite parking, shuttle transportation and traffic control.
 - B. Level II and Level III events must offer Rideshare codes to their patrons and actively promote rideshare options.
 - C. Reserved parking for special events may be requested through the special event process but is not guaranteed.
 - D. County Permitted Events: Special Event Parking permits may be requested with a Special Event application for events taking place on the beach under the jurisdiction of Los Angeles County Beaches and Harbors. A copy of the County issued permit will be required before parking permits are issued.

5. Fees and Charges

- A. An application fee will apply. Current fees are available on the City website www.citymb.info or by phone.
- B. Fees and charges for City personnel, materials and services shall be charged as deemed necessary by the City Council or Special Events Committee. The cost of services study will be used for billing at fully-burdened rates. A deposit may be required by the City if deemed necessary by the City Council or Special Events Committee.
- C. If an event is cancelled, fees may be charged for costs incurred by the City for personnel, materials and services.
- D. All third party costs incurred by the City to support the event will be billed to the event organizer. If third party services are deemed necessary, an estimate of costs will be provided prior to the event.
- E. Application fee waivers or reductions may be granted at the sole discretion of the City Council.

6. Insurance

- A. The City may require insurance and/or indemnification as protection from liability in amounts commensurate with the risks involved in the event. Applicants must provide adequate certificate of insurance and an executed endorsement form in compliance with City insurance requirements.



City of Manhattan Beach Special Event Application Rules and Regulations

Applications and other required documents must be submitted to:
City of Manhattan Beach Parks and Recreation Department
1400 Highland Avenue, Manhattan Beach, CA 90266
Office Phone: 310.802.5403 • Email: lrobb@citymb.info • Fax: 310.802.5401

ONLY COMPLETED APPLICATIONS WITH PAYMENT WILL BE ACCEPTED

Application, application fee and all required documents **must** be submitted to the Parks and Recreation Department at least 90 days prior to the event. *Please make sure all sections of the application are completed and legible for review.* You will be notified by City staff if your application was not accepted for review.

Applications may require review by the Parks and Recreation Commission and approval by the City Council. You, or your representative, may be required to attend the meeting at which your event will be considered. If the Commission recommends your event for approval, you or your representative may be required to additionally attend a City Council meeting.

YOU MUST SUBMIT THE FOLLOWING: *To avoid processing delays, do not leave any blanks. Indicate items that do not apply with an N/A. Attach additional sheets to the application if more space is required for **descriptions**.*

- Completed Application, including**
 - Public Relations Form**
 - Green Matrix**
- Application Fee**—Submit non-refundable \$809 application fee or \$405 for pass-throughs events, payable to the City of Manhattan Beach. ***Applications received without the application fee will not be processed.***
- Event Date(s)** - On your application, you are required to submit a requested date/s and an alternate date/s, set up and break down dates included. Requested dates are subject to approval. The date/s you request may not be available for your event. Staff will contact you if an alternate date/s assignment is necessary.
- Site Plan**—Include location of stages, tents, portable toilets, dumpsters, registration areas, fencing, barricades, bleachers, generators, lighting, sound, pyrotechnics and all other items for your event. Facilities, equipment placement, parking needs, loading and unloading areas, ingress and egress routes and street closure requests must also be included. The City may require a certified Traffic Control Plan (TCP).
- Event Schedule**—Hourly event schedule including schedule for set up and break down
- Insurance and Indemnification Hold Harmless Agreement**— due 30 days before the event

Please be aware of the following policies and procedures. You will be required to abide by the following, but not limited to, rules and regulations throughout the event approval process:

1. Application Review

- Special event plans may require review by each City Department, the Parks and Recreation Commission and/or City Council. Need for review is based on size, scope and impact of event.
- Separate permits and fees may be required from Building and Safety, including but not limited to building, electrical, plumbing, mechanical and right-of-way permits.
- Separate approvals, permits and fees may be required from the State ABC and County Health Departments, LA County Beaches and Harbors and the Coastal Commission.

2. Certificate of Insurance

The City requires submission of an insurance certificate a *minimum* of **30 days prior** to your event date. The City requires \$2 million in general liability and the “City of Manhattan Beach, its agents, officers and employees” must be named as additionally insured.

3. Fees

The application fee is non-refundable and is to be submitted with the application. An estimate of event related fees will be provided to you upon approval. Any event changes requested after approval may require additional review by City staff and may result in additional fees. Actual fees will be invoiced within 30 days of your event.

4. Portable Restrooms

Depending upon the duration or size of your event and the availability of public restrooms, you may be required to rent portable chemical toilets to accommodate participants and spectators. The City recommends availability of seven toilets for every 500 people, or portion thereof. The figure is based on the maximum number at your peak event time. The total number of toilets you need to provide will be determined on a case-by-case basis. All portable restrooms must meet State codes and City standards and are subject to Building Division approval.

5. Marketing of Event

You must receive approval for your event prior to promoting or marketing your event. Submission of your application does not automatically constitute a guarantee of the date, location or automatic approval of your event. Copies of marketing material for the event must be submitted to the Parks and Recreation Department for approval 30 days prior to distribution.

6. Clean Up

All debris and trash must be removed from your event site immediately after the event. Failure to do so will require the City to call upon the Public Works Department to complete the clean up and additional fees will be assessed. All expenses will be the responsibility of the event applicant. The applicant is required to arrange for recyclable receptacles at the event.

7. Damage Deposit

The City may require a damage deposit depending upon the size and scope of the event.

AGREEMENT AND SIGNATURE: I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.

Name (printed)	Signature:
Title	Date:



City of Manhattan Beach
Parks and Recreation Department

PERMIT NUMBER: _____

EVENT DATE: _____

DATE STAMP

STAFF
INITIALS

SPECIAL EVENT PERMIT APPLICATION

1400 Highland Ave • Manhattan Beach, CA 90266 • 310.802.5403 • Fax: 310.802.5401

- **APPLICATIONS MUST BE SUBMITTED AT LEAST 90 DAYS PRIOR TO YOUR EVENT.**
- **\$809 Non-Refundable Application FEE required with application.**
- **\$405 Non-Refundable Application FEE for Pass-through Events, required with application.**

Requested Event Date: (1st Choice**): _____

2nd Choice** *(Required): _____

****Date choice is not guaranteed until final calendar has been determined by City Staff**

ORGANIZATION INFORMATION

EVENT TITLE: _____

Applicant Name: _____ Birthdate: _____

Organization Name: _____

Non-Profit? YES NO Non-Profit I.D. or Tax Exempt #: _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ Cell: _____

Email Address: _____ Fax: _____

CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

Applicant Name: _____ Birthdate: _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ Cell: _____

Email Address: _____ Fax: _____

REQUIRED: CONTACT PERSON ON THE DAY OF THE EVENT

Name: _____ Cell: _____

EVENT INFORMATION

Event Type *(please select all that apply)*

- | | | |
|---|--|--------------------|
| <input type="checkbox"/> Race (run, walk, bike, etc.) | <input type="checkbox"/> Tournament | Type: _____ |
| <input type="checkbox"/> Parade | <input type="checkbox"/> Pass-Through | |
| <input type="checkbox"/> Street Fair/Festival | <input type="checkbox"/> Fundraiser | Benefitting: _____ |
| <input type="checkbox"/> Concert | <input type="checkbox"/> Swim Event | |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Sidewalk Sale | |

Entrance or registration fee: \$ _____

Event Start Time: _____ Event End Time: _____

Set-up Date: _____ Set-up Time: _____

Break Down Date: _____ Break Down Time: _____

Event Location: _____

of participants: _____ Age of Participants: _____

of Spectators _____ Total Attendance: _____

Overall Event Description—*Briefly explain event and activities*

Street Closure Information—*For parades, races, walk/runs, etc. taking place on City streets.*

Names of Streets to be closed *(please include additional sheets if necessary)*:

_____	between	_____	and	_____	_____	to	_____
_____	between	_____	and	_____	_____	to	_____
_____	between	_____	and	_____	_____	to	_____
_____	between	_____	and	_____	_____	to	_____
_____	between	_____	and	_____	_____	to	_____

Event Route—*Official map must be submitted with application for review by the City Traffic Engineer and Public Safety Staff.*

Assembly Area/Event Start: _____

Disbanding Area/Event End: _____

Sponsors—List ALL proposed/anticipated sponsors. (attach separate sheet if necessary)

Parking—Metered spaces must be reimbursed at \$.75-\$1.50 per hour depending on location. Reserved spaces must be noticed 72 hours prior . Please contact Public Works at 310-802-5313 to obtain signage and arrange for noticing. Please contact the Finance Department at 310-802-5561 to pay for parking.

Will you need reserved parking spaces? YES If yes, indicate number below NO

Event organizer	# of spaces _____	Date: _____	From: _____	to _____
Event participants	# of spaces _____	Date: _____	From: _____	to _____
Other	# of spaces _____	Date: _____	From: _____	to _____

Will there be vendors selling merchandise at the event? *All vendors are required to have a City of Manhattan Beach Business License. Please contact the Finance Department at 310-802-5557 for assistance.* YES NO

Does your event involve the sale or consumption of alcoholic beverages? *If YES, an ABC license is required and must be approved by the Chief of Police. Please contact the Police Department at 310-802-5100 for assistance.* YES NO

Will the event have amplified sound? *(live music, PA, number/size of speakers, microphone, bullhorn, etc.) If YES, an amplified sound permit will be required. Please contact the Police Department at 310-802-5100 for assistance.* YES NO

Amplified sound hours of use: (ANY exceptions require City Council approval)

8:00 a.m.—8:00 p.m. Monday—Thursday 10:00 a.m.—11:00 p.m. Saturday

8:00 a.m.—11:00 p.m. Friday 10:00 a.m.—8:00 p.m. Sunday and City specified holidays.

Amplified sound requires an onsite contact person.

Sound company name:

Onsite contact name: Cell:

Is this a fundraising event? If YES, please describe. YES NO

Will there be any fenced areas? If YES, please describe. *The City of Manhattan Beach may require fencing for your event.* YES NO

Will there be construction of stages or structures, including any tents larger than 10X10, canopies or awnings? *If YES, Building Division and Fire Department approval may be required. Please allow two weeks for review. Please contact the Building Division at 310-802-5505 and the Fire Department at 310-802-5203 for assistance.* YES NO

Please describe:

Will public facilities be used for the event? (*i.e. meeting rooms, restrooms, park, public plaza, electricity, water, etc.*) If YES, please describe. YES NO

Post-event Clean-up plan—vendors must meet City standards and possess a City of Manhattan Beach business license. If the Public Works Department is called upon to complete the clean up, additional fees will be assessed.

Will you be requesting street banners? YES NO

Will you be filming or having television coverage? YES NO

SAFETY /SECURITY/VOLUNTEERS

Have you hired a security company to handle security arrangements for this event? *Vendor must meet City standards and possess a City of Manhattan Beach business license.* YES NO

If YES, please include the following information:
Company name: _____ Phone: _____ # of guards _____
Guard Schedule: _____

Do you plan on utilizing volunteers? If YES, please describe: YES NO
Volunteers must be easily identifiable by their attire and must wear traffic vests if working in the street.

Please indicate if and where a first aid station or personnel will be stationed.

Please describe your procedures for both crowd control and internal security: *Crowd control plan must be reviewed by the Police Department.*

EVENT PROMOTION INFORMATION

Please describe marketing and promotional efforts for this event. *Copies of marketing material for the event must be submitted to the Parks and Recreation Department for approval 30 days prior to the event.*

EQUIPMENT INFORMATION (ATTACH SITE PLAN)

A DIAGRAM OF YOUR SITE PLAN THAT INCLUDES ALL FACILITIES, EXACT PLACEMENT OF ALL EQUIPMENT, STREET CLOSURES, INGRESS AND EGRESS ROUTES, SHUTTLE ROUTES, FENCING, ACCESSIBILITY PLAN, AND PARKING MUST BE ATTACHED TO THE APPLICATION.

YOUR APPLICATION WILL NOT BE PROCESSED WITHOUT A SITE PLAN

Please check all the boxes that apply to the equipment/areas that will be on site for your event and specify the number and size of each (if applicable).

- | | | | |
|---|-------|--|-------|
| <input type="checkbox"/> Cars | _____ | <input type="checkbox"/> Dance Floor | _____ |
| <input type="checkbox"/> Semi-trucks | _____ | <input type="checkbox"/> Alcohol sales and consumption area(s) | _____ |
| <input type="checkbox"/> Vans (Size) | _____ | <input type="checkbox"/> Generator (Size/Type) | _____ |
| <input type="checkbox"/> Motor Homes (Size) | _____ | <input type="checkbox"/> Sound Equipment | _____ |
| <input type="checkbox"/> Trailer (Size) | _____ | <input type="checkbox"/> Lighting | _____ |
| <input type="checkbox"/> Enclosed Tents | _____ | <input type="checkbox"/> Signs | _____ |
| <input type="checkbox"/> Canopies | _____ | <input type="checkbox"/> Porta Potties | _____ |
| <input type="checkbox"/> Stage (Measurements) | _____ | <input type="checkbox"/> Cooking Equipment | _____ |
| <input type="checkbox"/> Live music—band area | _____ | <input type="checkbox"/> Live animals | _____ |
| <input type="checkbox"/> Other (please attach list) | _____ | | _____ |

ACCESSIBILITY PLAN

It is the applicant's responsibility to comply with all City, County, State and Federal disability access requirements applicable to the event, including the American with Disabilities Act (ADA). All indoor and outdoor sites, activities and programs must be accessible to persons with disabilities.

Please submit your accessibility plans to the Building Division for review and approval.

INSURANCE

Applicant agrees to furnish the City of Manhattan Beach evidence of \$2 million comprehensive general liability insurance in the form of a certificate, including endorsement, covering the entire period of this permit, naming the City of Manhattan Beach, its officers, agents and employees as additionally insured. Permittee waives claims against the City of Manhattan Beach, its officers, agents and employees, for fees or damages caused, arising out of or in any way connected with the exercise of this permit. Insurance certificates for vendors providing services (security, staging, etc.) are also required.

**APPLICANT AGREES TO COMPLY WITH ALL APPLICABLE LAWS AND AGREES TO MAINTAIN PREMISES IN GOOD
CONDITION AND RETURN IN THE SAME CONDITION AS BEFORE SAID USE.**

I hereby certify that all statements made in this application are true and complete to the best of my knowledge. I understand that any misstatement, omission or misrepresentation of material facts may be grounds for revocation of an approved City Special Event permit. I have full knowledge of, and will comply with, the provisions of the Manhattan Beach Municipal Code relating to Parades and Special Events. I affirm that I am authorized to apply for this permit on behalf of the listed event organizer sponsor.

I have read and agree to comply with the City of Manhattan Beach Sustainability Measures. I understand and acknowledge that if any City services over and above that which is normally provided by the City shall be required for the Special Event, the event organizer/sponsor agrees to reimburse the City, upon receipt of an invoice from the City, the actual costs for providing such services.

The event organizer/sponsor agrees to indemnify, defend and hold harmless, the City of Manhattan Beach, its officers, agents and employees, from and against any liability and expense, including attorneys fees and court costs and claims for damages of any nature whatsoever, including, but not limited to, bodily or personal injury, death or property damage arising from any negligent or intentional act or omission by permittee or event organizer/sponsor, its subcontractors, officers, agents, employees and authorized street vendors, in the conduct of the Special Event.

Name/Company Representative

Signature

Title

Date

DO NOT WRITE BELOW—CITY USE ONLY

EVENT TITLE: _____ **DATE(S) OF EVENT:** _____

Organization Name: _____

ONSITE CONTACT: Name: _____ Cell: _____

ONSITE SOUND COMPANY CONTACT: Name: _____ Cell: _____

Company: _____ Phone: _____

CLEARANCES			
DEPARTMENT	REQ	CLEARED BY	DATE
Alcoholic Beverage Control			
Building & Safety:			
Community Development			
Fire Department			
Police Department			
Public Works			
Risk Management			

REQUIRED INSPECTIONS			
INSPECTION TYPE	REQ	CLEARED BY	DATE
Electrical			
Building/Structural			
Occupancy			



APPROVAL TO OPERATE SPECIAL EVENT: YES NO

Parks and Recreation Director

Signature

Date

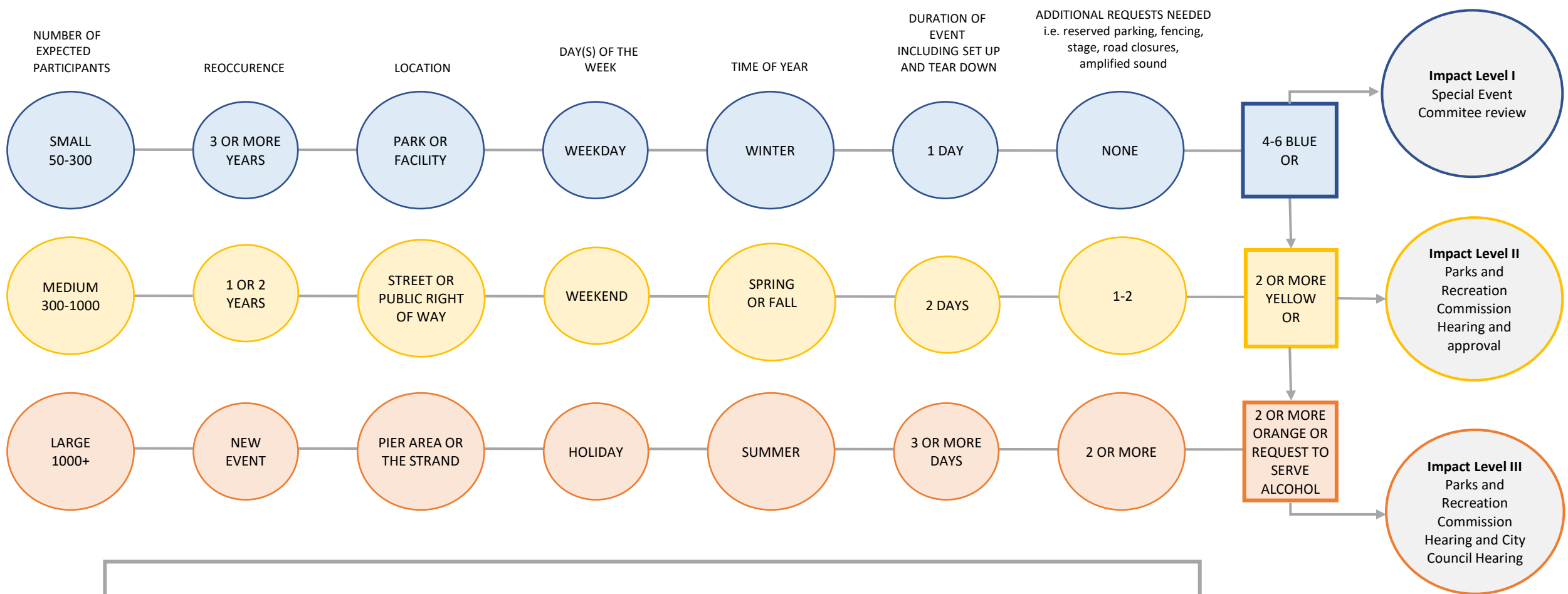
SPECIAL EVENT - IMPACT CHARACTERISTIC WORKSHEET (REQUIRED FOR ALL EVENTS)

Event Name: _____

Event Date: _____

Please consider the details of your event and use this worksheet to determine its impact level. Please circle **one** characteristic in each column as it relates to your event and complete the form to determine impact level as defined in the boxes.

Event Characteristics



Number of BLUE	Number of YELLOW	Number of ORANGE	Impact Level



GREEN MATRIX (Environmental Protection Plan) *(Required for all event applications)*

Events in Manhattan Beach are expected to implement measures to reduce impacts and costs to the environment, the city, and the community. Please note that the use of single-use plastic bags, polystyrene foam and plastic #6 is prohibited in the City of Manhattan Beach. (per MBMC)

Specify how you will comply with applicable measures (or mark not applicable).

Event Name: _____

Expected Attendance: _____

MEASURE	APPLIES TO:	HOW WILL YOU COMPLY? (use additional sheets if needed)
Recycling and Waste Reduction		
1. Reduce waste and single-use items		
<ul style="list-style-type: none"> Limit single-use paper, plastics, packaging, and décor items. <i>Note: Single-use plastic bags cannot be used in the City, please use alternative materials</i> 	All events	
<ul style="list-style-type: none"> Reduce size/bulk of plates, containers, cups 	All events	
<ul style="list-style-type: none"> Use products with high recycled content 	All events	
<ul style="list-style-type: none"> Avoid sale or give-away of single-use plastic bottled drinking water 	All events	
<ul style="list-style-type: none"> Provide free drinking water in large dispensers (people can refill their own bottles, or use paper cups) 	500 or more	
<ul style="list-style-type: none"> At 'beer or drink gardens' recycle cups (provide dump station for liquids) <i>Note: Plastic #6 and foam (polystyrene) cups cannot be used in the City, please use alternative plastic or other materials</i> 	2000 or more	
<ul style="list-style-type: none"> Recycle fry-grease for bio-diesel fuels 	2000 or more	
<ul style="list-style-type: none"> Limit and reduce size of handouts, flyers and give-aways (print several per page, double-side, do not use dark color inks) 	500 or more	
2. Recycling containers:		
<ul style="list-style-type: none"> Place well-marked recycle containers adjacent to every trash container 	500 or more	
<ul style="list-style-type: none"> Provide onsite 'monitors' directing people to recycling at prime locations, or provide secondary trash sorters 	2000 or more	
3. Staging		
<ul style="list-style-type: none"> Recycle or reuse event construction materials 	2000 or more	
<ul style="list-style-type: none"> Use 'no emission/no VOC' paints/sealants 	500 or more	
<ul style="list-style-type: none"> No dumping/disposing of water, ice, grease, etc. on to streets, plants or down any drain 	All events	

4. Transportation		
▪ No-idling policy for all vehicles	All events	
▪ Sponsor free shuttle or low cost bus passes	2000 or more	
▪ Use hybrid, electric or CNG vehicles	2000 or more	
▪ Offer bike parking or bike valet for attendees	2000 or more	
5. Energy		
▪ Use energy-efficient lighting	All events	
▪ Turn lighting and devices off when not in use	All events	
▪ Turn off generators when not in use for significant period of time	All events	
▪ Using alternative energy (solar, wind, fuel cell) to supply some power	2000 or more	
▪ Use alternative fuel generators (CNG, fuel cell, biodiesel) (biodiesel- minimum B20 (20% blend); B99 is preferred)	2000 or more	
6. Marine environment		
▪ Use of single-use plastic bags is NOT allowed.	All events	
▪ Use of polystyrene or plastic #6 cups or containers is NOT allowed.	All events	
▪ No hosing of surfaces unless specifically allowed by city	All events	
▪ Full containment of all wastes	All events	
▪ Full containment of all six-pack plastic rings.	All events	
▪ Provide recycling containers and litter control	All events	
▪ Beach and street cleaning required	500 or more	
7. Education		
▪ Event and vendors to make reducing waste and recycling a prominent theme	500 or more	
▪ Advertise green measures and rules in all event advertising and on website	500 or more	
▪ Demonstrate that vendors and service providers will comply with green measures	500 or more	
▪ Provide one booth, kiosk or space for green education sponsored by city or designee	2000 or more	
8. Monitoring		
▪ Report on compliance with above applicable measures	500 or more	



PUBLIC RELATIONS INFORMATION

Please provide the following information to be given out to the general public, if requested:

Name of Event: _____

Name of Organization: _____

Event Dates and Times:

Date					
Times					

Event Website: _____

Social Media Channels : _____

Public Relations
Contact: _____

Day Phone: _____ Evening Phone: _____

Email: _____

Please provide a brief description of your event. Please include any information that would be helpful for someone looking for more information.

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Anne McIntosh, Community Development Director
Eric Haaland, Acting Planning Manager
Angelica Ochoa, Associate Planner

SUBJECT:

Resolution No.18-0105 Affirming the Planning Commission's Decision Upholding Community Development Director's Decision to Approve a Minor Exception Amendment at 1208 The Strand (Community Development Director McIntosh).

ADOPT RESOLUTION NO. 18-0105

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No.18-0105 affirming the Planning Commission's decision upholding the Community Development Director's approval of a Minor Exception Amendment at 1208 The Strand.

FISCAL IMPLICATIONS:

No fiscal implications associated with the recommended action.

BACKGROUND AND DISCUSSION:

At the City Council meeting of June 19, 2018, the City Council considered two appeals of the Planning Commission's decision upholding the Community Development Director's approval of a Minor Exception Amendment at 1208 The Strand. After providing an opportunity for the Appellants and their representatives to provide evidence and testimony in support of their appeals, the City Council directed staff to prepare a Resolution affirming the Planning Commission's decision upholding the Community Development Director's approval of the Minor Exception Amendment, subject to conditions.

Per City Council direction, a draft resolution has been prepared for City Council consideration.

Attachment:

1. Draft Resolution No. 18-0105

RESOLUTION NO. 18-0105

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL
AFFIRMING THE DIRECTOR'S DECISION TO GRANT A MINOR
EXCEPTION AMENDMENT FOR THE REMODEL OF A THREE-UNIT
RESIDENTIAL STRUCTURE AT 1208 THE STRAND SUBJECT TO
CERTAIN CONDITIONS

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES, FINDS AND DETERMINES AS FOLLOWS:

SECTION 1. On February 13, 2018, the Manhattan Beach Community Development Director ("Director") approved a Minor Exception Amendment for a residential renovation project located at 1208 The Strand (the "Remodeling Project"). In 1969, 1208 The Strand was built as a triplex in the coastal section of the City. In 1981, the Planning Commission and the California Coastal Commission approved the conversion of a triplex to a three-unit condominium (Units A, B and C). On August 13, 2014, a Minor Exception was approved for an interior remodel of Unit C and exterior remodel of the entire structure. Each condominium is owned by a different trust. For the purposes of this Resolution, the trusts are collectively referred to as the "Property Owners."

SECTION 2. The Remodeling Project is located in the Residential High Density (RH) zone. The RH zone is a highly dense and compact zone where many of the structures were built prior to the adoption of current zoning regulations. Thus, such structures are treated as "legal, non-conforming" structures. In particular, many of the existing structures abutting The Strand, a pedestrian walkway overlooking the sand and the ocean, are on narrow lots that do not meet Zoning Code required setbacks, parking or open space. The building located at 1208 The Strand is legal non-conforming because its setbacks, guest parking and open space do not meet current Code requirements.

SECTION 3. Manhattan Beach Municipal Code (MBMC) Section 10.84.120(F)(2) grants the Director the authority to approve a "Minor Exception" to allow remodels and renovations of existing legal non-conforming residential uses without complying with current zoning restrictions. MBMC Section 10.848.010 provides: "Minor exceptions are generally intended to allow certain alterations and additions to certain nonconforming pre-existing structures. Minor Exceptions are also intended to encourage home remodeling and additions to existing smaller older legal non-conforming homes. The provisions strive to balance the community's desire to maintain smaller older homes while still allowing some flexibility to encourage these homes to be maintained and upgraded, as well as enlarged below the maximum allowed square footage instead of being replaced with larger new homes." Without such a procedure, owners of older, non-conforming homes would not be able to remodel or update their homes without demolishing the structure and building a new home.

SECTION 4. On April 22, 2016, construction plans were submitted and a building permit was issued on February 27, 2017 for the interior remodel of the top floor (Unit C) and an exterior remodel of the entire building. During construction, dry rot and termite damage was discovered. On March 30, 2017, a permit was issued to rebuild and repair existing front decks due to dry rot and

termite damage. On August 22, 2017, a stop work notice was issued due to a neighbor's complaint that the deck on the third floor protruded too far to the west, interfering with that neighbor's view, and that there appeared to be too much demolition. Upon inspection, staff discovered that structural improvements had been performed on walls and on Units A and B that were not part of the plans approved in connection with the Minor Exception.

SECTION 5. On August 31, 2017, the Property Owners submitted revised plans for the additional work. The project valuations and building valuations of the remaining structure were revised to reflect all of the new work to ensure that the remodeling would meet the Minor Exception criteria requiring that at least ten percent of the existing structure be retained. The City's Building Official reviewed the plans and confirmed the value of the proposed work and the retention value of the existing structure. On February 13, 2018, the Director approved a Minor Exception Amendment to authorize the additional work. This Amendment is the subject of the two appeals referenced in Section 8 below.

SECTION 6. MBMC Section 10.84.120(F)(2) grants the Director the authority to approve, conditionally approve or deny a Minor Exception for remodels of existing legal non-conforming residential uses. The Director shall approve or conditionally approve the Minor Exception provided she can make the following findings:

- a) The proposed project will be compatible with properties in the surrounding area, including, but not limited to, scale, mass, orientation, size and location of setbacks, and height.
- b) There will be no significant detrimental impact to surrounding neighbors, including, but not limited to, impacts to privacy, pedestrian and vehicular accessibility, light, and air.
- c) There are practical difficulties which warrant deviation from Code standards, including, but not limited to, lot configuration, size, shape, or topography, and/or relationship of existing building(s) to the lot.
- d) That existing non-conformities will be brought closer to or in conformance with Zoning Code and Building Safety requirements where deemed to be reasonable and feasible.
- e) That the proposed project is consistent with the City's General Plan, the purposes of the Zoning Code and the zoning district where the project is located, the Local Coastal Program, if applicable, and with any other current applicable policy guidelines.

The Director made such findings, and conditionally approved the Minor Exception Amendment.

SECTION 7. The Remodeling Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Sections 15301 and 15332 based on staff's determination that the Remodeling Project is a minor infill development and will not have a significant impact on the environment. The Remodeling Project is for minor alterations to an existing private structure which will not result in any expansion of the existing residential use. Furthermore, the Remodeling Project is on a site less than five acres in size, is surrounded by residential

development, and is consistent with applicable General Plan policies and will not result in any significant adverse impacts as discussed elsewhere in this Resolution.

SECTION 8. The owner of the single family residence located at 1212 The Strand (immediately to the north of the Remodeling Project) filed a notice of appeal of the Director's decision on February 26, 2018. The Planning Commission considered the appeal on April 25, 2018. After providing an opportunity for the Appellant and her attorney to speak, the Planning Commission affirmed the Director's decision. On May 7 and 8, 2018, the Appellant and the owner of the single family residence located at 1200 The Strand (two houses to the south) each filed appeals of the Planning Commission decision. In their appeals, the Appellants allege:

- a) The Remodeling Project does not meet the Minor Exception criteria of a remodel.
- b) The Remodeling Project is not compatible with properties in the area.
- c) The Remodeling Project is detrimental to surrounding neighbors.
- d) It is not unreasonable to bring the condominium project's non-conformities into Code compliance.
- e) The new staircase interferes with 1212 The Strand side yard access.
- f) No evidence supports that ten percent of the structure remained or how project valuation was calculated.
- g) Too little of the building remains, and the Remodeling Project should be considered new construction.
- h) The proposed Remodeling Project requires a Coastal Development Permit.

In addition, an Appellant alleged that the owners of 1208 The Strand have made misrepresentations to the City and neighbors and that there appears to be a conflict of interest and bias by the City in favor of the owners of 1208 The Strand and against the owner of 1212 The Strand. However, the Appellants failed to present to the City Council any evidence of misrepresentations, conflict of interest or bias.

SECTION 9. On June 19, 2018, the City Council considered the appeals. Evidence, both written and oral, was presented to the Council. All persons wishing to address the Council regarding the Remodeling Project were given an opportunity to do so. City staff presented a staff report supporting the Director's determination. The Building Official explained how he arrived at his determination that at least ten percent of the existing structure is retained. The value used by the City is based on building valuation data provided by the International Code Council to assist cities with determining permit fees for a jurisdiction and does not include land cost or actual construction costs in most cases. The Building Official relied on documents that establish that the City has been using the same valuation formula since at least 2003. Representatives of the Property Owners and one of the Property Owners spoke in favor of the Minor Exception. The Appellants and their representatives spoke in opposition to the Minor Exception, insisting that a Minor Exception is inappropriate for the scale of work contemplated, and that the Property

Owners should be required to conform to all existing development standards. The City Attorney entered into the record all relevant documents, including the documents relied upon by the Building Official and Director, and all documents presented by the Property Owners and the Appellants.

SECTION 10. Based upon substantial evidence contained in the record, including the facts stated in Sections 1-9 of this Resolution and pursuant to MBMC Chapter 10.84, the City Council hereby finds:

a) The Remodeling Project will be compatible with properties in the surrounding area, including, but not limited to, scale, mass, orientation, size and location of setbacks, and height. The Remodeling Project is located in the RH zone of the City. The residence was built as a three-unit apartment complex in 1969 and converted to a three-unit condominium with approval of the Coastal Commission and City in 1981. Three-unit condominiums are allowed in the RH zone. The existing residence is compatible in scale, mass, orientation, size and height with other residences in the surrounding area, and the Remodeling Project neither changes the scale, orientation or location of the setbacks nor increases the mass, size, square footage, height or footprint of the residence.

b) There will be no significant detrimental impact to surrounding neighbors, including, but not limited to, impacts to privacy, pedestrian and vehicular accessibility, light, and air. The Remodeling Project will create no impacts on privacy, pedestrian and vehicular accessibility, light, and air. As noted in subsection a) above, the Remodeling Project will not change the scale, mass, size, square footage, height or footprint of the existing residence. In addition, at the request of the neighbor immediately to the south (who is not an appellant) the size of the westerly deck on the third floor will be reduced.

As noted above, the residence is located in a dense, highly compacted area where most, if not all of the residences, are legal, non-conforming. The existing staircase encroached into the north side yard setback and its railings encroached onto the neighboring property at 1212 The Strand. The staircase ascended with a 16-foot "run" of stairs from The Strand to the third floor. The stairs provided the only access to the second and third floor units. A civil engineer's report demonstrated that the staircase was corroded and had to be replaced. Due to a change in California Building Codes, a run of stairs without a landing may now not exceed 12 feet. Consequently, the staircase could not be restored to in its exact configuration because of the 16-foot run. The staircase has been redesigned so that the run of stairs goes up approximately eight feet to a landing. There is an entry at the landing which provides access to the third floor unit from an interior stairway. The outside landing then drops a few steps and continues to the entry to the second floor unit. This entry has not been changed from its original location. The stairs then continue down to The Strand as before. The stairs do not encroach any further into the side yard setback than they did previously and the encroachment of the railing onto 1212 The Strand has been eliminated. The minor alteration to the configuration of the staircase to conform to current Building Codes does not create any adverse impact on the residence located at 1212 The Strand, or any other property. It does not impact privacy, interfere with pedestrian access thereto, or create any impacts on light glare or air circulation.

c) The site contains practical difficulties which warrant deviation from Code standards, including, but not limited to, lot configuration, size, shape, and the relationship of the existing building to the lot. It is not possible to conform to existing Zoning Code provisions without essentially demolishing the entire building to eliminate the nonconformities on the north, south and east setbacks. It would not be possible to retain three units on the property because of the current Code guest parking requirement.

d) Existing non-conformities will be brought closer to or in conformance with Zoning Code and Building Safety requirements where deemed to be reasonable and feasible. Zoning Code nonconformities are being brought closer to the requirements in that the intrusion of the top floor deck into the setback is being reduced. Additionally, there will no longer be an encroachment of the stairway onto 1212 The Strand. For the reasons stated in subsection c) immediately above, it is not reasonable or feasible to require the Property Owners to bring the other non-conformities into conformity because the structure would have to be demolished, and the new structure would be even more narrow than the existing structure.

All new construction will meet the requirements of the 2016 California Building Code. Structural deficiencies have been eliminated and safety features have been added.

e) The Remodeling Project is consistent with the City's General Plan, the purposes of the Zoning Code and the zoning district where it is located, and the Local Coastal Program and with any other current applicable policy guidelines. The Remodeling Project is in the High Density Residential General Plan land use area and high density residential zoning. This area and zoning specifically accommodates condominiums, and three stories are allowed under both the General Plan and the area's Residential High Density (RH) zoning classification. The Coastal Commission approved the three-unit condominium in 1981, and the remodeling does not affect the residence's consistency with the City's Local Coastal Program. No new coastal permit is required for the Remodeling Project because the project does not include an addition, there is no increase in height and it is not considered to be a new building.

The Amendment to the Minor Exception is also consistent with the Goals and Objectives of the City's Housing Element which encourage the preservation of existing neighborhoods, discourage the construction of overly large dwellings, and provide for the preservation of less costly modest dwelling. (Goal I, Policy 1, Program 1a; Goal II.) The Housing Element makes reference to the use of Chapter 10.68 of the Zoning Code, Nonconforming uses and Structures. Testimony was provided that the three condominiums at 1208 The Strand are relatively small and more affordable than other residences along The Strand.

SECTION 11. In addition to the substantial evidence presented to satisfy the findings required by the Municipal Code for a Minor Exception, the Building Official and Director presented substantial evidence to support the City's determination that a minimum of ten percent of the existing structure, based on project valuation as defined in MBMC Section 10.68.030, will be retained. It is reasonable for the Building Official to rely on building valuation data provided by the International Code Council to assist cities with determining permit fees and on the City's long-established practice in determining project and retention valuations in connection with Minor Exceptions.

SECTION 12. Based upon the foregoing, and after considering all of the evidence in the record, the City Council hereby affirms the decision of the Community Development Director to approve a Minor Exception, subject to the following conditions:

1. The Remodeling Project shall be in substantial conformance with the plans submitted to, and approved by the Director on February 13, 2018.

2. The Property Owners shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any claims, damages, actions, causes of actions, lawsuits, suits, proceedings, losses, judgments, costs, and expenses (including, without limitation, attorneys' fees or court costs) in any manner arising out of or incident to this approval, related entitlements, or the City's environmental review exemption determination thereof. The Property Owners shall pay and satisfy any judgment, award or decree that may be rendered against City or the other Indemnitees in any such suit, action, or other legal proceeding, including any award of attorney's fees. The City shall have the right to select counsel of its choice. The Property Owners shall reimburse Indemnitees for any and all legal expenses, fees, and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Nothing in this Condition shall be construed to require the Property Owners to indemnify Indemnitees for any Claim arising from the sole negligence or willful misconduct of the Indemnitees. In the event such a legal action is filed challenging the City's determinations herein or the entitlements granted, the City shall estimate its attorney's fees and expenses for the litigation. The Property Owners shall enter into an agreement with the City that requires the Property Owners to deposit the estimated amount and reimburse the City for additional attorney's fees and expenses incurred in connection with the litigation in the event the attorney's fees and expenses incurred exceed the deposit. The Property Owners shall replenish the deposit as necessary within 10 business days of receiving notice from the City.

3. ***Terms and Conditions are Perpetual; Recordation of Covenant.*** The provisions, terms and conditions set forth herein are perpetual, and are binding on the Property Owners, their successors-in-interest, and, where applicable, all tenants and lessees of the site. Further, the Property Owners shall record a covenant indicating their consent to the conditions of approval of this Resolution with the Office of the County Clerk/Recorder of Los Angeles. The covenant is subject to review and approval by the City Attorney. The Property Owners shall deliver the executed covenant, and all required recording fees, to the Department of Community Development within 30 days of the adoption of this Resolution. The Director may, upon a request by the Property Owners, grant an extension to the 30-day time limit.

SECTION 13. The City Council's decision is based upon each of the totally independent and separate grounds stated herein, each of which stands alone as a sufficient basis for its decision.

SECTION 14. The time within which judicial review, if available, of this decision must be sought is governed by California Code of Civil Procedure Section 1094.6, unless a shorter time is provided by other applicable law. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to both Appellants and any other persons or entities requesting notice of the decision.

SECTION 15. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED July 17, 2018.

Ayes:

Noes:

Absent:

Abstain:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Stephanie Katsouleas, Director of Public Works

Prem Kumar, City Engineer

Tim Birthisel, Associate Engineer

SUBJECT:

Resolution No. 18-0089 Awarding a Construction Contract to Comet Electric, Inc. for the Downtown Traffic Signal Upgrade Project for \$924,524 and Re-Appropriation of Street Light Purchase and LED Retrofit Funds in the Amount of \$82,000 for the Downtown Traffic Signal Upgrade Project (Public Works Director Katsouleas).

a) **ADOPT RESOLUTION NO. 18-0089**

b) **APPROVE APPROPRIATION CHANGE**

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 18-0089 (Attachment 1) approving the following:

1. Award a construction contract (Attachment 3) to Comet Electric, Inc. for \$924,524 and authorize the City Manager to execute the contract for the Downtown Traffic Signal Upgrade Project;
2. Authorize the City Manager to approve additional work, if necessary, for up to \$138,678 (15% of contract);
3. Approve the plans and specifications for the Downtown Traffic Signal Upgrade Project (Attachment 4: Web-link provided); and
4. Approve the re-appropriation of \$82,000 from the Street Light Purchase and LED Retrofit Project to the Downtown Traffic Signal Upgrade Project.

FISCAL IMPLICATIONS:

The Budget and Expenditure Summary report is included in Attachment 5. To meet the more immediate need for the Downtown Traffic Signal Upgrade Project, staff recommends

re-appropriating \$82,000 currently budgeted in the Capital Improvement Fund for the Street Light Purchase and LED Retrofit project.

BACKGROUND:

The proposed Downtown Traffic Signal Upgrade project addresses structurally deficient traffic signal poles which were last installed in the late 60’s and late 80’s. An evaluation performed by the City’s consultant, Iteris, in 2017 identified multiple structural deficiencies, including inadequate wind load resistance and extensive deterioration of the pole base plates and anchors. They now require replacement due to their deteriorated condition. The replacements will include new signal poles that meet Caltrans seismic and wind load standards and that can be economically maintained by Los Angeles County Public Works.

The Downtown Traffic Signal Upgrade Project consists of excavation, installation of new traffic signal poles, pole foundations, ADA ramps, conduit, pull boxes, utility relocations, asphalt concrete repairs to existing public improvements and all other appurtenant work as shown on the plans and delineated in the specifications. The original base bid plus additive bids request identified the specific replacement of 36 traffic signal poles at the following five (5) street intersections as shown on Attachment 2:

Base Bid

1. Valley Drive/Ardmore Avenue and Manhattan Beach Blvd.
2. Highland Avenue and Manhattan Beach Blvd.
3. Manhattan Avenue and Manhattan Beach Blvd.

Additive Bids

4. Valley Drive/Ardmore Avenue and 15th Street
5. Highland Avenue and 15th Street

DISCUSSION:

Construction

Bids were solicited on a competitive basis in accordance with the provisions of the California Public Contract Code. The project was advertised for bids in the Beach Reporter, the City’s publisher of record, and several standard construction industry publications, including the Dodge Green Sheet, Reed Construction Data, and Associated General Contractors of America. The project was also listed on the City’s website and BidSync (online service that connects vendors, suppliers and contractors to government procurement opportunities). Nine bids were received and opened on June 5, 2018. The bid results are as follows:

<u>Contractor</u>	<u>Base Bid Amount</u>	<u>Base Bid Plus All Additive Bids</u>
Comet Electric Chatsworth, CA	\$692,503	\$1,163,196
Select Electric, Inc. Vista, CA	\$717,627	\$1,245,627

Calpromax Engineering, Inc. Placentia, CA	\$746,000	\$1,299,000
Alfaro Communication Construction Inc., Compton, CA	\$732,000	\$1,303,000
Sturgeon Electric California Chino, CA	\$728,500	\$1,308,500
Belco Chino. C	\$852,000	\$1,361,500
Asplundh Construction Corp Anaheim, CA	\$833,600	\$1,446,900
PTM General Engineering Riverside, CA	\$1,001,029	\$1,492,029
Dynalectric Los Alamitos, CA	\$926,662	\$1,579,071

Staff reviewed Comet Electric, Inc. contractor’s license and found it to be in order. Additionally, references indicate Comet Electric Inc. has the knowledge and capability to complete the work in a timely and acceptable manner. Comet Electric, Inc.’s bid proposal was reviewed by the Public Works Department and found to be responsive with no errors. The Company’s Base Bid for the three intersections on Manhattan Beach Blvd. (Valley Dr., Manhattan Ave., and Highland Ave) is \$692,503. The first Additive Bid for the intersection of Valley Dr. and 15th Street is \$232,021, and the second Additive Bid for the intersection of Highland Ave. and 15th Street is \$238,672, for a Total Base plus Additives Bid for \$1,163,196. The City specifications stipulates that the lowest bidder is determined based on the lowest total of all Base and Additive Bids. However, the award amount of the contract will be based on available budget for the project.

The current amount budgeted for this capital improvement (\$1,008,070) project is sufficient to complete the Base Bid scope of work for the three Manhattan Beach Blvd. intersections (Valley Dr., Highland Ave, and Manhattan Ave.) plus contingency and inspection services. However, staff recommends that the Additive Alternate Bid for the Valley Dr./Ardmore Ave. and 15th Street intersection also be completed at this time, and that an additional \$82,000 be re-appropriated from the Street Light Purchase and LED Retrofit Project to the Downtown Traffic Signal Upgrade Project for the additional intersection. Funds for the LED retrofit portion of the project would be reduced by \$82,000; staff will evaluate other opportunities to complete the LED retrofit through other CIP savings (e.g., unused budget and/or contingency funds in the CIP).

Therefore, staff recommends that City Council authorize the City Manager to execute a construction contract with Comet Electric, Inc. for \$924,524 (Base Bid of \$692,503 plus Additive Bid Schedule A for \$232,021) and approve additional work, if necessary, for up to \$138,678.00

(15% of construction contract). The construction work is anticipated to start in January 2019 and be completed by the end of May 2019.

PUBLIC OUTREACH/INTEREST:

City staff met with Downtown Business and Professional Association representatives on February 27, 2018 to go over the project details and timing of the project. Staff will distribute construction notices to area businesses, and will maintain close communication with the businesses and property owners to keep them abreast of the project schedule and impacts both before and during construction.

ENVIRONMENTAL REVIEW:

The proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA). Per the CEQA Guidelines, the project is exempt pursuant to the following provision: Section 15301, Class 1(c). A Notice of Exemption has been filed with the Los Angeles County Clerk's office for the project.

LEGAL REVIEW:

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

Attachments:

1. Resolution No. 18-0089
2. Location Map
3. Contractor's Bid Proposal and Agreement
4. Plans and Specifications (Web-Link Provided)
5. Budget and Expenditure Summary Table

RESOLUTION NO. 18-0089

A RESOLUTION OF THE MANHATTAN BEACH CITY
COUNCIL APPROVING AN AGREEMENT BETWEEN
MANHATTAN BEACH AND COMET ELECTRIC, INC. FOR THE
DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS
FOLLOWS:

SECTION 1. The City Council hereby approves the plans and specifications for the Downtown Traffic Signal Upgrade Project (“Project”) and approves the Agreement between the City and Comet Electric Inc. dated July 17, 2018, for the Project.

SECTION 2. The City Manager is hereby authorized to execute a contract in the amount of \$924,524 with Comet Electric Inc. for the Project and is further authorize to approve additional work, if necessary, in an amount not-to-exceed \$138,678.

SECTION 3. The City Council hereby approves the re-appropriation of \$82,000.00 from the Street Light Purchase and LED Retrofit Project to the Downtown Traffic Signal Upgrade Project.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on July 17, 2018

AYES:

NOES:

ABSENT:

ABSTAIN:

AMY HOWORTH

Mayor

ATTEST:

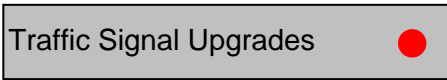
LIZA TAMURA
City Clerk

ATTACHMENT 2

Downtown Traffic Signal Upgrade Project
City of Manhattan Beach



LEGEND:



BID

CITY OF MANHATTAN BEACH

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MANHATTAN BEACH:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Manhattan Beach to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

This Bid is made with the full knowledge of the kind, quantity, and quality of the materials and Work required and, if it is accepted by the City, the Bidder shall enter into a Contract and furnish the bonds, insurance, and other documents as required by the Contract Documents within ten calendar days after award of the Contract. The Bidder agrees that failure to execute and return the Contract or the required faithful performance bond, labor and materials payment bond, warranty bond, and insurance certificates to the City within the ten calendar day period shall be sufficient cause for the rescission of the award and forfeiture of the Bid Security to the City to the extent permitted by law.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within ten calendar days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

CITY OF MANHATTAN BEACH
 BID SCHEDULE FOR
 DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

Bidder's Name: Comet Electric, Inc.

Bidder's Address: 21625 Prairie Street Chatsworth, CA 91311

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE BID SCHEDULE AS FOLLOWS:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT	CODE	UNIT PRICES	EXTENDED AMOUNT
1		Mobilization (5% maximum of Total Bid Price)	LS	%	\$ 93,055. ⁰⁰	\$ 93,055. ⁰⁰
2		Traffic Control (5% maximum of Total Bid Price)	LS	%	\$ 93,055. ⁰⁰	\$ 93,055. ⁰⁰
3		Traffic Signal Modification - Manhattan Beach Blvd & Valley Dr/Ardmore Ave	LS	%	\$ 150,000. ⁰⁰	\$ 150,000. ⁰⁰
4		ADA Curb Ramp Modifications - Manhattan Beach Blvd & Valley Dr/Ardmore Ave	LS	%	\$ 37,896. ⁰⁰	\$ 37,896. ⁰⁰
5		Traffic Signal Modification - Manhattan Beach Blvd & Highland Ave	LS	%	\$ 121,035. ⁰⁰	\$ 121,035. ⁰⁰

ADDENDUM NO.1

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT	CODE	UNIT PRICES	EXTENDED AMOUNT
6		ADA Curb Ramp Modifications - Manhattan Beach Blvd & Highland Ave	LS	%	\$ 28,215.00	\$ 28,215.00
7		Traffic Signal Modification - Manhattan Beach Blvd & Manhattan Ave	LS	%	\$ 100,000.00	\$ 100,000.00
8		ADA Curb Ramp Modifications - Manhattan Beach Blvd & Manhattan Ave	LS	%	\$ 25,555.00	\$ 25,555.00
9		Construction Survey by Licensed Surveyor for all Modified Ramp Locations (Staking Sheet)	LS	%	\$ 18,692.00	\$ 18,692.00
10		Special Project Site Maintenance	LS	%	\$25,000	\$25,000
TOTAL BASE BID ITEMS (1-10) AMOUNT:					\$ 692,503.00	

TOTAL BASE BID PRICE IN DIGITS: \$ 692,503.00

TOTAL BASE BID PRICE IN WORDS: Six hundred ninety-two thousand five hundred three dollars and zero cents

ADDITIVE BID SCHEDULE A AS FOLLOWS:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT	CODE	UNIT PRICES	EXTENDED AMOUNT
11		Traffic Signal Modification - Fifteenth St & Valley Dr/Ardmore Ave	LS	%	\$ 200,000.00	\$ 200,000.00
		ADA Curb Ramp Modifications - Fifteenth St & Valley Dr/Ardmore Ave	LS	%	\$ 32,021.00	\$ 32,021.00
TOTAL ADDITIVE ALTERNATE BID ITEM #11 AMOUNT					\$ 232,021.00	

ADDITIVE BID SCHEDULE B AS FOLLOWS:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT	CODE	UNIT PRICES	EXTENDED AMOUNT
12		Traffic Signal Modification - Fifteenth St & Highland Ave	LS	%	\$ 207,693.00	\$ 207,693.00
		ADA Curb Ramp Modifications - Fifteenth St & Highland Ave	LS	%	\$ 30,979.00	\$ 30,979.00
TOTAL ADDITIVE ALTERNATE BID ITEM #12 AMOUNT					\$ 238,672.00	

NOTE: Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) and final pay (F) quantities. (S) denotes a specialty item. (F) and (S) will be specified in the "Code" Column. The Bid Price shall include, but not limited to, sales tax and all other applicable taxes and fees. See also Section 9-2 of the General Provisions.

TOTAL BASE BID PLUS ADDITIVE ALTERNATE PRICE IN DIGITS:

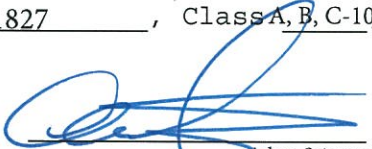
\$ 1,163,196.⁰⁰


TOTAL BASE BID PLUS ADDITIVE ALTERNATE PRICE IN WORDS:

one million one hundred sixty-three thousand one hundred ninety-six dollars and zero cents

The undersigned certifies to have a minimum of three consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License

Number 681827, Class A, B, C-10, which expires on December 31, 2019.

Signature:  Title: President Date: 6/4/2018
Adam Saitman

Signature:  Title: Secretary Date: 6/4/2018
Adam Saitman

BIDDER'S PROPOSAL - CONTRACTOR'S STATEMENT

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: Comet Electric, Inc.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
N/A
- (3) Business Address: 21625 Prairie Street Chatsworth, CA 91311
- (4) Telephone: (818) 340-0965 Email: jasonpennington@cometelectric.com
- (5) Type of Firm - Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: 681827
A, B, C-10
Original Date Issued: December 9, 1993 Expiration Date: December 31, 2019
- (8) DIR Contractor Registration Number: 1000005203
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Steve Brown, Superintendent
- (10) Number of years experience the company has as a contractor in construction work: 42
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
Adam Saitman, President, 21625 Prairie St. Chatsworth, CA 91311 (818) 340-0965
Keith Berson, COO, 21625 Prairie St. Chatsworth, CA 91311 (818) 340-0965
Jason Pennington, Chief Financial Officer, 21625 Prairie St. Chatsworth, CA 91311 (818) 340-0965
- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
P.S. Development Corporation and Capri Construction Incorporated

(13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

(14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

b. Briefly summarize the parties' claims and defenses:

N/A

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

(15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

No

(16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

No

(17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

No

(18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes No
- b. By the owner against you? Circle one: Yes No
- c. By any outside agency or individual for labor compliance?
Circle one: Yes No
- d. By Subcontractors? Circle one: Yes No
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

N/A

(19) Has the company or any of its principals ever been debarred by any agencies? Is yes, please explain.

No

(21) For all public agency projects in excess of \$15,000.00 that you are currently working on or have worked on in the past two years, provide the following information:

Project 1 Name/Number Please see attached

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Please see attached

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes
No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number Please see attached

Project Description _____

Approximate Construction Dates From: _____ To _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Please see attached

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

[Continue to Next Page]

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

Urban Runoff Certification. The Bidder certifies to the City that he/she has trained his/her employees and Subcontractors, if any, for Urban Runoff management and has included sufficient sums in the Bid Price to cover such costs of training as stipulated in the most current Regional Water Quality Control Board requirements, including the Municipal Separate Storm Sewer System NPDES Permit. The Contractor is responsible for all clean up and payment of all fines levied as a result of any illegal discharge (as defined in NPDES permit) occurring as a result of the Contractor's Work and/or operations.

I, the undersigned, certify and declare that I have read all the foregoing answers to the Bidder's Proposal - Contractor's Statement and know their contents. The matters stated in the Bidder's Proposal - Contractor's Statement answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.


Company

Signature: 

Name: Adam Saitman

Title: President

Date: 06/04/18

Signature: 

Name: Adam Saitman

Title: Secretary

Date: 06/04/18

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent of the Contractor's total Bid or \$10,000.00, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLBS License Number (s) and Class (es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
Marne Construction	683843 Class A	100005945	749 N. Poplar St. Orange, CA 92668 (714)935-0995	Civil	11%
Smithson Electric	614518 Class C-10	1000001610	1938 E. Katella Avenue Orange, CA 92667 (714)997-9556	Loops	less than 1%
Street Light Restorations	811227 Class C-101, C-33	1000024172	2828 Cochran Street Simi Valley, CA 93065 (805)468-5271	Painting Poles	5%
WMB Associates	FLS 7229	100005325	22421 Barton Road Grand Terrace, CA 92313 (951)753-9218	Surveyors	1%

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent of the Contractor's total Bid or \$10,000.00, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Bond No. N/A

BID BOND

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("Public Agency"), has issued an invitation for Bids for the Work described as follows: Downtown Traffic Signal Upgrade T-244

WHEREAS Comet Electric, Inc. 21625 Prairie St. Chatsworth, CA 91311
(Name and address of Bidder)

("Principal"), desires to submit a Bid to Public Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____

HARTFORD FIRE INSURANCE COMPANY, ONE POINTE DR., BREA CA 92821
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of TEN PERCENT OF THE AMT. BID Dollars (\$10% OF BID AMT. _____), being not less than ten percent of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: MAY 21, 2018

"Principal"

Name: Comet Electric, Inc.
Address: 21625 Prairie Street
Chatsworth, CA 91311
Telephone No.: (818) 340-0965

Signature: 

Print Name: Adam Saitman
Title: President
Date: 05/31/2018

Signature: 

Print Name: Adam Saitman
Title: Secretary
Date: 05/31/2018

"Surety"

Company Name: HARTFORD FIRE INSURANCE COMPANY
Address: ONE POINTE DR.
BREA CA 92821
Telephone No.: (714) 674-1321

Signature: 

Print Name: MICHAEL D. STONE
Title: ATTORNEY-IN-FACT
Date: MAY 21, 2018

NOTE: *This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

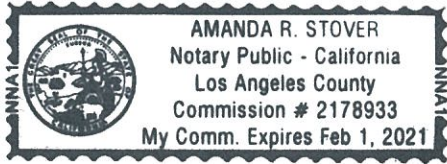
On 5/31/18 before me, Amanda R. Stover, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Adam Saitman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

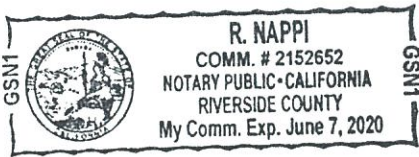
On 5/21/18 before me, R. Nappi "Notary Public",
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL D. STONG
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature R. Nappi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Name: STONG INSURANCE SERVICES INC
 Agency Code: 72-254507

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Michael D. Stong, Rosemary Nappi, Jeremy Pendergast of RIVERSIDE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
 Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **5/21/18**
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT


The undersigned declares:

I am the President of Comet Electric, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.


Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/04/2018 [date], at Chatsworth [city], California [state].

Signature: 

Printed Name:
Adam Saitman, President

Date: June 4, 2018

Signature: 

Printed Name:
Adam Saitman, Secretary

Date: June 4, 2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

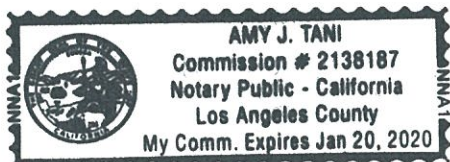
On 06/04/18 before me, AMY J. TANI, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared ADAM SAITMAN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____


This form must be notarized.

ADDENDA

DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

Bidder's Name: Comet Electric, Inc.

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature
1	6/4/2018	

Adam Saitman,
President

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.



**City of Manhattan Beach
Department of Public Works
Engineering Division**

3621 Bell Avenue, Manhattan Beach, CA 90266

Phone: (310) 802-5350 Fax: (310) 802-5351 TDD: (310) 546-3501

CITY OF MANHATTAN BEACH

ADDENDUM NO. 1

**Downtown Traffic Signal Upgrade Project
Issued on June 1, 2018**


Please note the following revisions to the Request for Bid document for the Downtown Traffic Signal Upgrade Project. *A signed copy of this addendum must be attached to the bid.*

1. Please utilize the attached Bid Schedule to submit your bid proposal, and ensure that the bid submitted for this project will include consideration that Bid Item No.11 and No.12 are additive alternate bid items.
2. In section 86-1.07, "Scheduling of Work," of the State Standard Specifications revise to include the following:
 1. Pothole all standard (pole) foundation locations to the bottom of the proposed foundation within five working days after the date of the "Notice to Pothole Pole Foundation Locations." Notify the Engineer of the results in writing. The "Notice to Proceed with Order of Material" will not be issued until all foundation locations are potholed and suitability determined.
 2. Place the order for material within five working days of the date of the "Notice to Proceed with Order of Material," and provide the City with proof of the order and manufacturer's tentative delivery schedule (on the manufacturer's letterhead) within five working days of the order.
 3. Submit a revised construction schedule thirty calendar days prior to the scheduled delivery of material. The City will issue the "Notice to Proceed with Construction" after receiving the 30-day notification and approving the construction schedule.

4. Do not store material or equipment at the job site(s). Maintain all job sites in neat and orderly condition at all times, with allowance for pedestrian access compliant with Americans with Disabilities Act and California Title 24 requirements.
3. Due to existing soil conditions, the contractor is required to hire a geotechnical firm to sample the subgrade material at all proposed foundation locations to confirm that the foundation dimensions are adequate for the pole size and soil conditions.
4. Caltrans standards referenced in design plans and specifications refer to current revised 2015 Caltrans Standard Specifications.
5. Note that sheets 3, 4, 5, and 7 from the original bid plans are hereby deleted and replaced with revised sheets 3, 4, 5, and 7 as noted on each.
6. Please incorporate the attached detail (ST-27) MBSI-XW-0 into the bid plans and specifications for installation of Thermoplastic Continental Crosswalk Striping.
7. Please note the engineers estimate has been revised to **\$1,185,000.00**

A SIGNED COPY OF THIS ADDENDUM MUST BE ATTACHED TO THE BID.

I hereby acknowledge that the information contained in this addendum has been included in the bid submitted for this project.

Comet Electric, Inc.  6/4/2018
COMPANY NAME SIGNATURE Adam Saitman, President DATE

Comet Electric
Completed Projects

Job Description	Job Address	Customer	Contact	Contact Phone	Owner	Total	Date Closed
Moulton Parkway Widening	Moulton Parkway Santa Ana CA, 0	Griffith Company	Griffith Company	562-929-1128	WESTFIELD CORPORATION	643,741	01/08/15
Div 13 Bus Maintenance	Various Locations Los Angeles CA, 90012	MCCARTHY	Michael Flick	949-851-8383	WESTFIELD CORPORATION	487,520	04/18/15
Bob Hope Airport	2627 North Hollywood Way Burbank CA, 91505	MCCARTHY	Rob Ragland	949-851-8383	WESTFIELD CORPORATION	743,542	04/17/15
1405 Sepulveda Pass Widening	6060 Center Dr Los Angeles CA, 90045	KIEWIT PACIFIC CO		0 562-946-1816	WESTFIELD CORPORATION	1,190,990	12/14/15
McBean Pkwy Bridge Widening	McBean Pkwy between Valencia CA, 91355	SECURITY PAVING COMPANY	Security Paving Company, Inc.	818-362-9200	WESTFIELD CORPORATION	1,997,230	06/29/15
POA - John S. Gibson	110 Fwy & SR 47 / 110 N Bound Long Beach CA, 0	CA RASMUSSEN INC	C.A. Rasmussen, Inc.	661-367-9040	WESTFIELD CORPORATION	1,768,446	03/31/15
LA Lorenza-Signal Mod/Upgrade	325 West Adams Blvd. Los Angeles CA, 90007	G. H. Palmer	G. H. Palmer	213-346-9796	WESTFIELD CORPORATION	1,271,156	04/04/16
David G. Millen School	39350 Summerwind Drive Palmdale CA, 93551	ANM Construction	ANM Construction & Engineering	626-454-5222	WESTFIELD CORPORATION	492,629	04/04/16
PCU/Jod Prado Streetscape	34240 Del Obispo St Dana Point CA, 92626	Los Angeles Engineering	Los Angeles Engineering	818-812-9629	WESTFIELD CORPORATION	1,308,219	04/30/15
MAY Wayside Energy Storage Sys	Mezro Gold Line Los Angeles CA, 90042	Kinetic Traction Systems, Inc.	Kinetic Traction Systems, Inc.	562-285-3000	WESTFIELD CORPORATION	173,643	07/30/15
Brand & Wilson	120 West Wilson Avenue Glendale CA, 91203	Holland Construction, Inc.	Holland Construction, Inc.	562-285-3000	WESTFIELD CORPORATION	152,860	07/30/15
Orange & Wilson	220 East Second Street & Los Angeles CA, 90012	OL DEVELOPMENT	OL Development	818-783-9800	WESTFIELD CORPORATION	139,729	05/29/15
MATSU - Street Lighting	Design-Build Exposition 0.0, 0	Skanska-Rados Expo	Skanska/Rados JV	951-684-5360	WESTFIELD CORPORATION	1,082,574	06/24/16
Expo 2 Joint Venture	Robertson Blvd. & Venice Blvd. Culver City CA, 0	Skanska-Rados Expo	Skanska/Rados JV	951-684-5360	WESTFIELD CORPORATION	156,517	10/31/16
Village at Westfield Topanga	6351 Owensmouth Avenue Woodland Hills CA, 91367	WESTFIELD CORPORATION	Norri Wilson & Sons	562-634-7333	WESTFIELD CORPORATION	1,295,739	06/30/16
Marcelde-Benz Wv. Coast Campus	3860 Lakewood Blvd. Long Beach CA, 90808	Norm Wilson & Sons, Inc.	Brad Boyajian	818-534-3170	WESTFIELD CORPORATION	239,270	05/15/15
Sierra Canyon Electric Offsite	20801 West Rinaldi Street Chatsworth CA, 91311	Sierra Canyon		0 213-346-9796	WESTFIELD CORPORATION	323,060	08/20/15
Sierra Cyn School - Civil Work	20801 West Rinaldi Street Chatsworth CA, 91311	Sierra Canyon		0 213-346-9796	WESTFIELD CORPORATION	774,935	02/31/15
Da Vinci - LADWP/Traffic Cont	909 West Temple Street Los Angeles CA, 90012	G. H. Palmer	GH Palmer	213-346-9796	WESTFIELD CORPORATION	220,220	08/20/15
Da Vinci ST & Traffic Signal	909 West Temple Street Los Angeles CA, 90012	G. H. Palmer	GH Palmer	213-346-9796	WESTFIELD CORPORATION	410,833	10/28/16
Daylight - BSL Street Lighting	909 West Temple Street Los Angeles CA, 90012	G. H. Palmer	Jennifer Lincourt	123-946-6979	WESTFIELD CORPORATION	318,022	07/28/16
LED Cobblehead Streetlight	11800 Golding Road Arcadia CA, 91006	City of Arcadia	Dave McVey	626-256-6664	WESTFIELD CORPORATION	382,464	02/27/15
El Monte Gateway	Santa Anita Ave. & Street A El Monte CA, 91731	KPMS Construction Services Inc	KPMS Construction Services Inc	714-672-0800	WESTFIELD CORPORATION	707,430	11/14/16
US 101 Improvements Universal	100 UNIVERSAL WAY UNIVERSAL CITY CA, 91608	Powell Constructors	Powell Constructors	909-935-8880	WESTFIELD CORPORATION	1,641,563	02/28/17
Woodbury College - Glenoaks Bl	7500 Glenoaks Blvd. Burbank CA, 91540	S3 Builders	S3 Builders	661-272-7550	WESTFIELD CORPORATION	263,597	09/09/16
Access Culver City	8770 Washington Blvd. Culver City CA, 90232	Clark Builders Group	Clark Builders Group	703-294-4500	WESTFIELD CORPORATION	383,272	09/30/16
Village at USC - LADWP Permit	3311 West Hoover Street Los Angeles CA, 90089	Hathaway Dinwiddle	Hathaway Dinwiddle	213-236-0500	WESTFIELD CORPORATION	1,391,170	02/28/17
Surfside Senior Living - TS Mod	25535 Hawthorne Blvd. Torrance CA, 90505	Landmark Electric	Land Mark Electric, Inc.	818-883-5110	WESTFIELD CORPORATION	124,641	07/28/16
Scammore Creek Paseo Lighting	Near 25240 Mayhew Cyn. Rd. Corona CA, 92883	County of Riverside	Erik Sydow	951-958-2724	WESTFIELD CORPORATION	266,339	06/29/16
City of Palmdale St.	various locations Palmdale CA, 0	City of Palmdale	Benjamin Lucia	661-257-5300	WESTFIELD CORPORATION	287,000	03/31/16
LAX WAKMA - LADWP Duct Bank Ex	World Way West and Maint. rd. Los Angeles CA, 90045	Griffith Company	Griffith Company	562-267-0655	WESTFIELD CORPORATION	128,738	10/14/16
Irvine Spectrum Center	670 Spectrum Center Drive Irvine CA, 92618	Griffith Company	Griffith Company	562-267-0655	WESTFIELD CORPORATION	414,874	11/20/16
Olive St & TS (South Park)	1230 S. Olive St Los Angeles CA, 90015	Benchmark-Tishman JV	Tishman Construction	949-724-6000	WESTFIELD CORPORATION	351,522	08/31/17
Baranca Parkway	Baranca Hwy / Murlands Blvd Irvine CA, 0	City of Irvine	Mrs. Uyenly Bul	949-777-9168	WESTFIELD CORPORATION	836,452	05/31/16
NBC Universal Underground	100 Universal City Plaza Bldg Universal City CA, 91608-1002	NBC Universal	NBC Universal	818-777-9168	WESTFIELD CORPORATION	1,218,568	04/30/17
Whittier - Energy Efficient	City of Whittier Whittier CA, 90602	City of Whittier	City of Whittier	562-567-9302	WESTFIELD CORPORATION	127,651	02/28/17
10K Santa Monica Blvd.	Santa Monica Blvd/Moreno Drive Los Angeles CA, 90067	Cupertino Electric, Inc.	Cupertino Electric, Inc.	408-808-8000	WESTFIELD CORPORATION	101,350	02/28/17
NBC Universal Pedestrian Bridge	lankestrim @ Camp De Chabunga Universal City CA, 91508	NBC Universal	Sully Miller Contracting	714-578-9600	WESTFIELD CORPORATION	860,347	09/11/17
Waldorf Astoria	Waldorf Astoria Santa Monica Beverly Hills CA, 90210	SULLY MILLER CONTRACTING	City of Santa Monica	310-458-4982	WESTFIELD CORPORATION	250,350	01/04/17
Main Street Traffic Mod	Michigan Ave & 24th Street Santa Monica CA, 90401	City of Santa Monica	City of Santa Monica	818-548-3945	WESTFIELD CORPORATION	760,982	04/15/18
Burbank-Glenale TS	1-5 North Burbank CA, 0	CITY OF GLENDALE	City of Glendale	0 213-943-4930	WESTFIELD CORPORATION	358,038	03/31/18
Manhattan Beach Blvd. TS	Manhattan Beach Blvd to Lamoni Torrance CA, 0	El Camino Community	El Camino Community College	0 213-943-4930	WESTFIELD CORPORATION	214,914	05/23/17
50th St & Main St.	50th St & Main St. Los Angeles CA, 0	49th & Main Charter Facilities					

Comet Electric
Electrical Jobs in Progress

Job Description	Job Address	Customer	Contact	Contact Phone	Owner	Contract Value
Pier 1 Bike & Pedestrian Path	775-701 Queensway Dr. Long Beach CA, 90802	Access Pacific	Access Pacific, Inc.	636-792-0516	Port of Long Beach Admin Office Bldg	197,101
20th St. Viaduct - Street Improvment	Lanaster Blvd to Ave J Lanaster CA, 0	R. C. Becker & Son, Inc.	R. C. Becker & Son, Inc.	661-259-4845	City of Lanaster	224,914
La Plaza Village Temp St. Lig	555 N. Spring Street and Los Angeles CA, 90012	Benchmark Contractors, Inc.	Benchmark Contractors	310-389-1660	La Plaza Village, LLC	988,589
La Plaza Permanent Power	Broadway/Spring St Los Angeles CA, 90012	Benchmark Contractors, Inc.	Benchmark Contractors	310-389-1660	La Plaza Village, LLC	292,549
Hill Street Midrise Apartments	437 Hill St Los Angeles CA, 90013	BERNARDS BROS CONSTRUCTION	Bernards	818-294-2482	437 Hill Midrise, LLC	513,594
CA Trans Huntington Beach	Huntington Street Huntington Beach CA, 0	CalTrans	CalTrans	916-227-6299	Cal Trans	446,149
Triff Signal Sombh	Hedman Ave to Newmark Ave. Monterey Park CA, 91754	City of Monterey Park	City of Monterey Park	0	City of Monterey Park	372,275
ATP Hollywood Blvd & Western	Hollywood Blvd & Western Ave. Los Angeles CA, 0	CITY OF LOS ANGELES	City of Los Angeles	714-993-8231	City of Los Angeles	5,572,869
LaJolla Traffic Modification	LaJolla @ Melrose St Placentia CA, 0	City of Placentia	City of Placentia	661-259-2498	City of Placentia	164,412
Seco Canyon Rd & Garza St	Seco Canyon Rd & Garza Dr Santa Clarita CA, 91354	City of Santa Clarita	City of Santa Clarita	310-422-9950	City of Santa Clarita	183,929
Hobart Wilshire to 7th St	Wilshire and Hobart Los Angeles CA, 0	Clark Builders Group	Clark Construction	9099811091	Wilshire Hobart 377 Project LLC	106,597
Sycamore Hills Development	Baseline & Park View Promenade Upland CA, 0	C P Construction	C P Construction	0	Bravepark Property LLC	178,208
Stemore Hills St	Baseline & Park View Promenade Upland CA, 0	C P Construction	C P Construction	0	Bravepark Property LLC	451,460
Culver City Energy Efficient	Various Locations Culver City CA, 0	City of Culver City	Ken Gonzales	213-797-7811	City of Culver City	897,238
South Park 12th & Grand St	12th & Grand Los Angeles CA, 0	Cupertino Electric, Inc.	Cupertino Electric	0	Aven Apartments LLC/OTI & South Park Property	124,540
St. Mod - San Fernando Road	11993 Allegheny St. San Fernando CA, 0	Del Amo Construction	Del Amo Construction	310-978-6709	11993 Allegheny Charter Facilities LLC	245,140
Broadway Palace	Broadway/Olympic/Main St. Los Angeles CA, 0	G. H. Palmer	G.H. Palmer	213-346-9796	LR 9th & Broadway, LLC	497,265
Broadway Palace	Broadway/Olympic Los Angeles CA, 0	G. H. Palmer	G.H. Palmer	213-346-9796	LR 9th & Broadway LLC	470,666
Seaview/Charter Spectrum & AT&T	17325 Castellamare Dr Pacific Palisades CA, 90272	G. H. Palmer	G.H. Palmer	213-346-9796	Sunset Coastal LLC	208,000
Praseo Ontario Dry Utilities	12421 Inland Empire Blvd. Ontario CA, 91764	Griffith Company	Bill Grider	714-984-5500	Palmer Ontario Properties, LP	1,092,745
N. Spring Viaduct Widening PH1	North Spring Street Los Angeles CA, 0	Griffith Company	Griffith Company	714-984-5500	City of Los Angeles	631,150
LA Live Street Improvement	Figueroa Street & Pico Blvd Los Angeles CA, 0	Griffith Company	Griffith Company	562-979-1128	AEG Entertainment Group	167,319
Crescent Heights	Wilshire / La Toja Los Angeles CA, 0	H.C. Olsen Construction Co.	H.C. Olsen Construction Co.	562-359-5900	Math Construction	142,665
USC Exposition Underground	Vermont & Figueroa Los Angeles CA, 0	H.C. Olsen Construction Co.	H.C. Olsen Construction Co.	562-979-1128	University of Southern California	341,882
6th & Spring	755 Spring Street Los Angeles CA, 90014	Holland Construction, Inc.	Holland Construction, Inc.	562-285-5900	752 Spring, LLC	1,006,617
732 S. Spring TS & St.	732 S. Spring St Los Angeles CA, 90014	Holland Construction, Inc.	Holland Construction, Inc.	714-382-7903	0	129,891
732 S. Spring	732 S. Spring St Los Angeles CA, 90014	Holland Construction, Inc.	Holland Construction, Inc.	562-668-3178	Nash-Holland 6th Bxkt Prjt, LLC	947,826
6th & Bixel	6th & Bixel Los Angeles CA, 0	Holland Construction, Inc.	Holland Construction	714-672-0800	900 South Figueroa Street Pad Investors, LLC	293,956
The Culver Steps	9900 Culver Blvd Culver City CA, 90232	KPRS Construction Services Inc	KPRS	213-460-4660	LR 1220 The Investors Series, LLC	244,995
Citra	Figueroa St & 12th Street Los Angeles CA, 0	Lend Lease	Lend Lease	562-321-2055	0	315,597
Mailbu Cos walk	Pacific Coast Highway Mailbu CA, 0	Mani Brothers Inc.	MAS Construction SP	0	City of Mailbu	259,055
1238-1242 10th St-SW	1238 10th Street Santa Monica CA, 90401	MAS Construction	MAS Construction SP	310-583-7853	1238 10th Street, LLC	111,717
Pomona Office Improvements	Orange Grove & Pomona Valley Pomona CA, 0	MCCARTHY	McCarthy Building	949-337-3540	Pomona Valley Hos P Med Cr	153,176
LAWA @LAMP Lot E Improv	1 World Way Los Angeles CA, 90045	Myers&Sons-Griffith, JV	Etha Meyer	562-929-1128	Department of Airports	393,514
LAWA Metro City Bus Cr	6221 W. 96th St. Los Angeles CA, 90045	Myers & Sons-Griffith, JV	Myers & Sons/Griffith JV	562-929-1128	Department of Airports	393,514
Park Avenue Improvements	Tustin Ranch Rd to Warner Rd Tustin CA, 92780	RJ Noble	RJ Noble	714-637-1550	City of Tustin	178,248
ELANI Pasadena 173	Hudson & Walnut/ Pasadena CA, 0	OL DEVELOPMENT	OL Development	818-783-9800	GDGV Pasadena 173, LLC	154,895
TS Install @ Walnut	75 Walnut and Cors on St Pasadena CA, 0	OL DEVELOPMENT	OL Development	818-783-9800	GDGV Pasadena 201, LLC	171,940
Sun Valley Core	Sunland Blvd./Pomona & St. Sun Valley CA, 91352	Padilla Paving Company	Padilla Paving	818-812-6016	CARE/Bechtel Reform Church	233,348
Legacy High School New Road	5223 Tweedy Blvd. South Gate CA, 90280	PINNER CONSTRUCTION CO	Pinner Construction	714-480-4000	Los Angeles Unified School Dist tict	297,368
Oceanwide Plaza	1101 S. Flower Street Los Angeles CA, 90015	SASCO	Sasco	714-870-0217	Oceanwide Plaza, LLC	189,598
Street Light Removal Hope St	Hope St between 11th & 12th St Los Angeles CA, 0	Shangri La Construction	Sierra Canyon School	213-797-4240	Full Star Properties, LLC	658,516
Sierra Canyon Upper Parking Lo	20801 W. Rinaldi St Chats worth CA, 91311	Sierra Canyon	Sierra Canyon School	818-882-8121	Sierra Canyon School	402,002
10th Street Center	50 Main St to So of 12th St Los Angeles CA, 90071	Suffolk Construction Company	Suffolk	213-661-6113	FC Broadway and Hill, LLC	142,672
Culver City CA Improvements	1001 N. Todd Ave Azus a CA, 91701	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	10th Street Xc, LLC	270,320
Westfield Topanga Phas e 3A	5800 Bridle Parkway Culver City CA, 90230	SULLY MILLER CONTRACTING	Sully Miller	714-578-9600	BIT Culver City Creative Office LLC and	414,599
Westfield Topanga Phas e 3B	Desoto&Sherman Way Cwernmouth Woodland Hills 0, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	Westfield DDC LLC Westfield America,	223,691C
Westfield Topanga Phas e 3C	Victory Blvd & Fairbrook Woodland Hills CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	Westfield DDC LLC Westfield America,	700,915C
Westfield Topanga Phas e 4A	Desoto&Victory Burbank 101 Woodland Hills CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting Co.	714-578-9600	Westfield DDC LLC Westfield America,	485,804D
Westfield Topanga Phas e 4B	Topanga Cjrn and Ventura Blvd. Woodland Hills CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting Co.	714-578-9600	Westfield DDC LLC Westfield America,	251,749E
Westfield Topanga Phas e 4C	Topanga Cjrn and Ventura Blvd. Woodland Hills CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting Co.	714-578-9600	Westfield DDC LLC Westfield America,	367,429F
Willow St Pedestrian Improvmt	Topanga&Burbank Topanga& 101 Woodland Hills CA, 0	SULLY MILLER CONTRACTING	Sully Miller Contracting	714-578-9600	City of Long Beach / Dept Public Works	791,060G
Sunset/Swathmore Pac Palisades	Willow Street Long Beach CA, 0	Tutor Perini Building Corp	Tutor Perini Building Corp	702-495-6086	Caruso Management Co., LLC	259,529

Job Description	Job Address	Customer	Contact	Contact Phone	Owner	Contract Value
Lexington Signal Modification	201 W. Lexington Dr. Glendale CA, 91203	WE O'NEIL	W. E. O'Neil Construction	310-643-7900	Z01 Owner LLC	250,868
Vaughn Foothill Crossings	12860 Vaughn Street Pacolma CA, 91331	Williams Homes, Inc.	Williams Homes, Inc.	661-600-9757	WH Vaughn 24 LLC	138,554
Desiderio Neighborhood Park	1118 Mentone Avenue Pasadena CA, 91103	Yakar General Contractors	Yakar General Contractors	909-599-1612	City of Pasadena / Public Works	409,218

CONTRACT

CITY OF MANHATTAN BEACH CONTRACT FOR
DOWNTOWN TRAFFIC SIGNAL UPGRADE PROJECT

THIS CONTRACT ("Contract") is made and entered this 17TH day of JULY, 2018 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and COMET ELECTIC, INC., a CALIFORNIA CORPORATION [Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company] ("Contractor"). The Contractor's California State Contractor's license number is 681827.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as Downtown Traffic Signal Upgrade Project ("Project"), as described in the Contract Documents.

3. Compensation.

3.1 Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is \$ 692,503.00 ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the Engineer.

3.2 Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 9 of the Standard Specifications, as modified by Section 9 of the General Provisions.

4. Contract Time.

4.1 Initial Notice to Proceed. The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of 80 **Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements, order materials and obtain delivery by the first week of January 2019 within 80 **Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs by January 2019
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

4.2 Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

5. Liquidated Damages for Delay and Control of Work.

5.1 Liquidated Damages. The Contractor and the City have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. Early Completion.

6.1 City Not Liable for Contractor Failure to Achieve Early Completion. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the City is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for the Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever.

7. Work after Stop Work Notice. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in the applicable Section of the Special Provisions.

8. Antitrust Claims. In entering into this Contract, the Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.

9. Prevailing Wages. The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

11. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

12. Authority. Any person executing this Contract on behalf of the Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.

13. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF MANHATTAN BEACH

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____
NAME TITLE

By: _____
NAME TITLE

PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED

ATTACHMENT 4
Downtown Traffic Signal Upgrade Project
Plans and Specifications (Web-Link Provided)

<https://www.dropbox.com/s/j0xjulr6kc3xf5l/Downtown%20Signal%20Upgrade%20Plans-Revised%206-1-18.pdf?dl=0>

ATTACHMENT 5

Downtown Traffic Signal Upgrade Project

Construction Phase Budget and Expenditure Summary Report

BUDGET	
Downtown Traffic Signal Upgrade Project – Acct: 13822E	\$1,008,070.00
Street Light Purchase and LED Retrofit Project Reappropriation	\$82,000.00
TOTAL BUDGET	\$1,090,070.00
EXPENDITURES	
Design Support Services during Construction - Iteris, Inc.	\$26,634.97
Construction Contract (Comet Electric, Inc.)	\$924,524.00
15% Additional Work - Construction Contingency	\$138,678.00
TOTAL EXPENDITURES	\$1,089,836.97
BALANCE	\$233.03

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

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

SUBJECT:

Resolution No. 18-0106 Approving Contract Amendment No. 2 with McGowan Consulting, LLC for \$151,400 for Professional Services to Assist the City and the Enhanced Watershed Management Group with the National Pollutant Discharge Elimination System Permit Requirements (Public Works Director Katsouleas).

ADOPT RESOLUTION NO. 18-0106

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 18-0106:

1. Approving Contract Amendment No. 2 for \$151,400 with McGowan Consulting, LLC, as follows:
 - a. \$69,402 for additional professional services to assist the City of Manhattan Beach with the National Pollutant Discharge Elimination System Permit requirements; and
 - b. \$81,998 for regional storm water permit compliance activities, of which \$16,462 is Manhattan Beach's share and \$65,536 will be reimbursed to Manhattan Beach under an existing Cooperative Agreement with Torrance, Redondo Beach, Hermosa Beach, and the Los Angeles County Flood Control District.
2. Authorizing the City Manager to execute the Contract Amendment.

FISCAL IMPLICATIONS:

A total of \$85,864 is available in the Fiscal Year 2018-2019 Public Works Department's Storm Drain Maintenance operating budget for Manhattan Beach's share of the services listed above. The remaining \$65,536 will be reimbursed to Manhattan Beach under an existing Cooperative Agreement with Torrance, Redondo Beach, Hermosa Beach, and the Los Angeles County Flood Control District.

BACKGROUND:

Manhattan Beach NPDES Permit Assistance

The National Pollutant Discharge Elimination System (NPDES) permit (Permit) identifies conditions, requirements and programs that municipalities must implement or meet to protect regional water resources from adverse impacts associated with pollutants in storm water and urban runoff. The requirements and programs are mandated by the Federal Clean Water Act and the California Porter-Cologne Act. Attachment 6 includes a comprehensive summary of the Los Angeles County NPDES Program and the activities undertaken by the City of Manhattan Beach individually and in partnership with surrounding jurisdictions toward compliance with its requirements.

Given the technical nature of the Permit and numerous required tasks, the City of Manhattan Beach has proactively utilized professional expertise to assist the City in meeting and maintaining Permit compliance. Specifically, the City selected McGowan Consulting, LLC nine years ago due to her extensive NPDES compliance experience, technical knowledge and her ability to leverage resources with several surrounding cities including Hermosa Beach, Palos Verdes Estates, Rolling Hills Estates and Rolling Hills. Staff has found her work to be exceptionally detailed and thoughtful, while providing compliance assistance for an overall cost savings. Where NPDES compliance requirements are similar in other jurisdiction, she has been able to provide a pricing structure to Manhattan Beach that “shares” applicable elements of permit implementation (i.e., the City saves money from economies of scale).

Regional NPDES Permit Assistance

The Cities of Hermosa Beach, Redondo Beach, Torrance, and Los Angeles County Flood Control District (Group) also selected McGowan Consulting, LLC to assist the Group with implementation of the Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Management Plan (CIMP), as required by the Permit. The Group unanimously decided that utilizing McGowan Consulting, LLC for coordinating between jurisdictions, staffing for this effort, and providing regulatory and technical assistance, as described in Task 7 of the attached Scope of Work and Budget, would be the most cost-effective approach for regional compliance and implementation of the EWMP and CIMP.

DISCUSSION:

A 3-year contract agreement with McGowan Consulting, LLC was originally approved by City Council on August 4, 2015 for an initial amount of \$121,360 for professional services to assist the City with its National Pollutant Discharge Elimination System (NPDES) Permit requirements under Federal Clean Water Act guidelines. Amendment No. 1, which authorized funding for the third year of the contract, was approved by City Council on April 18, 2017 for \$144,670. The original agreement also contemplated a one-year extension, which would cover the period from August 2018 to July, 2019.

As part of this request to exercise the one-year extension, an updated scope and budget have been provided (Attachment 2), and staff has determined that they properly extend the services provided in the original scope to meet the needs of the City and the larger watershed group for NPDES compliance assistance during Fiscal Year 2018-2019. Tasks 1 through 6 of McGowan Consulting, LLC’s proposed fee for \$69,402.00 assist the City in meeting its individual

requirements under the MS4 Permit during Fiscal Year 2018-2019, while Task 7 addresses the regional work for NPDES activities. The regional group has asked the City of Manhattan Beach to continue acting as the lead agency for regional NPDES activities and to include the scope and fees associated with EWMP and CIMP implementation as a subset of our own agreement with McGowan Consulting, LLC. The budget for the regional work is \$81,998.00, which will be shared by all five jurisdictions. Manhattan Beach's portion is \$16,462.00.

Therefore, staff recommends that City Council authorize the City Manager to execute Amendment No. 2 with McGowan Consulting, LLC for \$151,400.00 for additional NPDES Permit compliance services as described above.

PUBLIC OUTREACH/INTEREST:

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

ENVIRONMENTAL REVIEW

There is no environmental review required for the recommended action.

LEGAL REVIEW

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

Attachment:

1. Resolution No. 18-0106
2. Amendment No. 2 - McGowan Consulting, LLC.
3. Scope of Services and Approved Fee Schedule (2018)
4. Original Agreement - McGowan Consulting, LLC (2015)
5. Amendment No. 1 - McGowan Consulting, LLC (2017)
6. Storm Water Informational Memo

RESOLUTION NO. 18-0106

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN MANHATTAN BEACH AND MCGOWAN CONSULTING, LLC FOR PROFESSIONAL SERVICES TO ASSIST THE CITY WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT REQUIREMENTS AND FOR REGIONAL STORM WATER PERMIT COMPLIANCE ACTIVITIES

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves Amendment No. 2 to the Agreement between the City and McGowan Consulting, LLC dated July 17, 2018, for professional services to assist the City with the National Pollutant Discharge Elimination System Permit requirements and for regional storm water compliance activities.

SECTION 2. The Council hereby directs the City Manager to execute Amendment No. 2 on behalf of the City.

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

ADOPTED on July 17, 2018.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MCGOWAN
CONSULTING, LLC

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and McGowan Consulting LLC, a California limited liability company ("Consultant") (collectively, the "Parties") is hereby entered into on July 17, 2018 ("Effective Date").

RECITALS

- A. On August 5, 2015 the City and Consultant entered into a three-year Professional Services Agreement for the Consultant to provide assistance to the City in implementing National Pollutant Discharge Elimination System Permit requirements under the Federal Clean Water Act;
- B. On April 18, 2017, the agreement was amended to update the scope of work and tasks for the period July 1, 2017 to August 3, 2018.
- C. The Parties now desire to amend the Agreement to update the scope of work and tasks for the period August 4, 2018 to August 3, 2019.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. Consultant shall perform the services described in the fee proposal, beginning August 4, 2018 and ending August 3, 2019, attached hereto as Exhibit A and incorporated herein by reference, to the full satisfaction of the City.

Section 2. For the services described in Exhibit A, attached to this Amendment No. 2, the City agrees to compensate Consultant and Consultant agrees to accept in full satisfaction for the services required by this Amendment No. 2 an amount not to exceed \$151,400.00. That compensation shall constitute reimbursement of Consultant's fee for the services. City shall pay Consultant the compensation in accordance with the schedule of payment set forth in Exhibit A.

Section 3. The services to be provided by Consultant under this Amendment No. 2 shall be provided pursuant to the terms and conditions of the Agreement.

Section 4. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

[signature page follows]

City:

City of Manhattan Beach, a California
municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Liza Tamura, City Clerk

APPROVED AS TO FORM:

By: _____
Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

By: _____
Steve Charelian, Interim Finance
Director

Consultant:

Kathleen McGowan Consulting, LLC

By: *Kathleen McGowan*
Name: KATHLEEN C. MCGOWAN
Title: OWNER / PRINCIPAL

EXHIBIT A
SCOPE OF SERVICES

City of Manhattan Beach MS4 Scope of Service

As authorized by the Federal Clean Water Act and the California Porter-Cologne Act, the LA MS4 Permit identifies conditions, requirements and programs that municipalities must implement to protect regional water resources from adverse impacts associated with pollutants in stormwater and urban runoff. Although the 4th term LA MS4 Permit expired in December 2017, the City is obligated to continue to comply with the permit requirements, including the elements of the approved Beach Cities EWMP and CIMP, until a new 5th term LA MS4 Permit is issued.

This scope of work is organized into tasks according to the following LA MS4 Permit program areas:

- Task 1 – Stormwater Program Management and Coordination;
- Task 2 - Public Information and Participation Program;
- Task 3 - Industrial/Commercial Facilities Control Program;
- Task 4 - Planning & Land Development and Construction Programs;
- Task 5 - Public Agency Activities Program; and
- Task 6 - Illicit Connection & Illicit Discharge Elimination.

Task 1 Stormwater Program Management

The LA MS4 Permit affects a wide range of municipal activities and requires effective management and coordination of LA MS4 Permit activities across municipal functions. Task 1 is focused on providing assistance to the City in stormwater program management and coordination and annual reporting.

Subtask 1.1 Coordination and Communication

This subtask provides an allocation of time for internal project management and organization and regular communication via email and telephone with City staff, and quarterly meetings with City staff on the status of work progress, regulatory and watershed developments, grant funding opportunities, need for action or response, and to obtain direction from City staff as needed. In addition, this subtask includes time to track and update City staff on the progress of the County funding measure and legal challenges to the MS4 Permit.

Subtask 1.1 Deliverables:

- Quarterly progress meetings with City staff

Subtask 1.2 Annual Reporting

The City is required to submit an annual report to the Regional Board by December 15th each year covering the preceding reporting period that aligns with the City's fiscal year (July 1st-June 30th). This subtask covers McGowan Consulting's preparation of the individual annual report for the City based on information already in-hand and information to be provided by City staff covering activities implemented during the reporting year. By August 15, 2018 McGowan Consulting will prepare as complete a draft annual report as possible given the information already in hand and provide City staff a list of information needed to complete the annual report. Information requested may include but is not limited to:

- Budgetary information on stormwater expenditures in each category for FY17-18 and projected budget for FY18-19;
- Public outreach and education events and materials;
- Low impact development (LID) project information for private and public development and redevelopment projects completed within the reporting year;
- Building & Safety's storm-water related construction inspection and plan check review records (including SWPPP/ESCP review and approval);
- Public works capital improvement projects related to stormwater; and
- Illicit connection and discharge incident results and records, including enforcement actions taken.

Given timely receipt of the requested annual report information from City staff in the necessary electronic formats no later than September 15, 2018, a complete draft individual annual report for City staff review will be delivered in electronic format by October 15, 2018. A two-week turnaround for City staff review with a consolidated set of City staff comments, and a single revision of the annual report are assumed. Following receipt of comments from City staff, the individual annual report will be revised, and the final annual report prepared in the form of electronic PDF files. Because the individual annual reports inform the preparation of the watershed annual report that is also due by December 15, 2018, it is critical that the City's individual annual report be complete by November 1, 2018. The individual annual reports also inform the preparation of the biennial Adaptive Management Report also due by December 15, 2018.

The joint Beach Cities Watershed annual report will also be prepared by McGowan Consulting and is covered by the separate contract under the Beach Cities CIMP MOU. Since Regional Board staff have requested that each Permittee's individual annual report be submitted as an attachment to its watershed annual report rather than separately, McGowan Consulting will deliver the City's annual report in the preferred electronic format to Regional Board staff along with the Beach Cities watershed annual report. An electronic copy of the individual annual report will be provided for the City's records.

Subtask 1.2 Deliverables:

- Draft and final FY17-18 Annual Report

Subtask 1.3 Permit-wide Planning and Coordination

This subtask includes time to participate in LA MS4 Permit Co-Permittee meetings and

coordination conference calls to share information, resources and address Co-Permittee and Watershed Group challenges cooperatively amongst the 84 co-permittees of the LA MS4 Permit. An allocation of time is provided for attendance at bi-monthly LA Permit Group Meetings. Additionally, it is anticipated that the 5th term LA MS4 Permit will be negotiated and adopted during the fiscal year and attendance at two (2) Regional Board special meetings or workshops regarding the draft permit is also assumed. An allocation of time is included to review and comment on the anticipated draft 5th term LA MS4 Permit as well as other regulatory actions by the Regional Board and State Water Resources Control Board (State Board). Much of the work in this subtask such as attending meetings and reviewing and analyzing the draft permit will be performed in common for McGowan Consulting clients with similar interests and characteristics, and as such the effort assumed in this subtask is reduced based on cost-sharing among several clients.

Task 2 Public Information and Participation Program

Each Co-Permittee is responsible for developing and implementing a Public Information and Participation Program (PIPP) that addresses specific LA MS4 Permit requirements and meets the general objectives of:

- Measurably increasing the knowledge of target audiences about the adverse impacts of stormwater pollution on receiving waters and the potential solutions to mitigate these impacts
- Measurably changing the waste disposal and stormwater pollutant generating behavior of target audiences
- Involving and engaging a diversity of socio-economic groups and ethnic communities in mitigating the impacts of stormwater pollution.

Each of the required elements of the PIPP may be met by the City either through a County-wide, watershed group, or individual program approach. The County has stated that it will continue implementing the following County-wide efforts on behalf of the Permittees: maintaining the countywide hotline (888-Clean-LA) and website (888cleanLA.com) for public reporting, broadcasting public service announcements and conducting regional advertising campaigns, and implementing a K-12 outreach program. In addition, the Beach Cities WMG continues to work jointly to develop some of the required elements of the PIPP effort to develop joint PIPP materials is included in the separate contract under the Beach Cities CIMP MOU and is excluded from this scope of work.

This task provides for McGowan Consulting to assist the City in implementing City-specific elements of the PIPP requirements, such as disseminating outreach materials to the City's residents and businesses and customizing or updating existing outreach materials. This subtask also provides an allocation of time for McGowan Consulting to prepare stormwater updates for City Council as directed by City staff to educate the public and update the City Council on issues such as: LA MS4 Permit negotiations, LA County Safe, Clean Water Initiative and associated parcel tax, and EWMP adaptive management actions.

It is assumed that the City's solid waste franchise contract and Recycled Beverage Container and Oil Payment Program implemented by other contract service providers will address the LA MS4 Permit requirement to distribute information to residents on proper handling of wastes such as vehicle waste fluids, household waste materials, construction waste materials, green waste and animal waste, and that no assistance is needed from McGowan Consulting to meet that requirement. It is also assumed that printing of public education materials for distribution to the public will be procured directly by the City through direct purchase orders with vendors or through a joint agreement among the Beach Cities WMG and are excluded from this Scope of Services.

Task 2 Deliverables:

- Customization/update and/or dissemination of outreach materials
- City Council staff reports or presentations

Task 3 Industrial & Commercial Facilities Control Program

The LA MS4 permit requires the implementation of an Industrial/Commercial Facilities Control Program to track, inspect and ensure that source control measures are being implemented at industrial and commercial facilities that are considered critical sources of pollutants in storm water. Subtask 3.1 addresses the tracking and assistance to commercial and industrial facilities, excluding food service establishments, while Subtask 3.2 addresses the tracking, education and assistance to food service establishments via the Clean Bay Restaurant Program.

Subtask 3.1 Commercial Facilities Tracking and Assistance

In FY1718, McGowan Consulting discovered approximately 38 businesses in the City that were classified as industrial critical source facilities per their business licenses. These sites were investigated and 37 were determined to be classified incorrectly and thus will require a modification of the City's business license database to more accurately reflect their operations. Subtask 3.1 includes an allocation of time for McGowan Consulting to work with City staff issuing business licenses to correct the SIC codes and revise the process for selecting appropriate SIC codes. An allocation of time has been included in this subtask for the tracking and updating of the commercial facilities inventory as-needed based on information provided by City and contracted field staff.

The City completed the first required round of commercial facility inspections by the LA MS4 Permit deadline of December 28, 2014, and the second required round by December 28, 2017, therefore, it is assumed that there will be no commercial inspections during FY1819 other than the Clean Bay Certification restaurant inspections described in subtask 3.2. The single (1) facility that was found to be conducting industrial activities indoors and out of exposure to stormwater was given information on obtaining Industrial General Permit (IGP) coverage in the form of a No Exposure Certification—it is assumed that follow up with this facility will be concluded in FY1718 and that no further action will be needed during FY1819.

Subtask 3.1 Deliverables:

- Training session for targeted City staff
- Updated commercial facilities inventory

Subtask 3.2 Business Assistance (Clean Bay Restaurant Program)

This subtask allocates time for assisting City staff in implementing the Clean Bay Restaurant certification program within the City by reviewing results of inspections, making recommendations for certification, updating the spreadsheet database, and coordinating with City staff and The Bay Foundation staff in issuing certificates.

It is assumed that City staff will be responsible for conducting or contracting for annual inspections of food service establishments and distribution of certificates or window clings to Clean Bay certified restaurants.

Subtask 3.2 Deliverables

- Updated inventory of food service establishments based on recent inspection results

Task 4 Planning & Land Development and Construction Programs

The Planning and Land Development provisions of the LA MS4 Permit require the City to ensure that private development and redevelopment projects provide for permanent measures to reduce storm water pollutant loads from the development site by conditioning approval of these projects with low impact development (LID) requirements. The City is also responsible for requiring that its qualifying capital improvement projects incorporate LID requirements, including the City's Green Street Policy. McGowan Consulting understands that the City's current municipal code, although consistent with minimum LA MS4 Permit requirements for LID, is not triggering LID retrofits for redevelopment projects at a rate consistent with assumptions in the Beach Cities EWMP, and that a revision of the LID ordinance is contemplated during FY1819 to increase the proportion of redevelopment projects that are subject to LID. This revision would accelerate the City's overall rate of reduction in effective impervious area over time which would support the City's attainment of milestones and schedule commitments in the approved Beach Cities EWMP. It is also possible that revision to the City's ordinance may be required after the issuance of the 5th term LA MS4 Permit. Accordingly, an allocation of effort is provided for McGowan Consulting to assist City staff in preparing a revision to Chapter 5.84 Stormwater and Urban Runoff Pollution Control of the City's municipal code to address LID changes required by the 5th term LA MS4 Permit and/or to carry out adaptive management actions consistent with the Beach Cities EWMP.

The County of Los Angeles has developed the GIS-based Watershed Reporting Adaptive Management and Planning System (WRAMPS) which includes a Project Module to assist Permittees and watershed groups in compiling and analyzing the LID project data necessary for completing the annual report. WRAMPS produces effectiveness assessment metrics for annual reporting cumulatively from one annual reporting year to the next. It is assumed that LID project information for FY1718 will be provided by City

staff to McGowan Consulting in the Excel® spreadsheet template format provided by WRAMPS for purposes of annual reporting.

The Development Construction provisions of the LA MS4 Permit require the City to ensure that development and redevelopment projects implement measures to reduce storm water pollutant loads from the development site during construction, including its own capital improvement projects. An allocation of eight (8) hours is included in this task for McGowan Consulting to track reporting by construction sites over 1 acre in the State Board's online SMARTS system on a quarterly basis to ensure the proper reporting requirements have been met. Problems with online reporting may be an indicator of poor recordkeeping and poor housekeeping problems at a site. For public works construction projects, it is essential for the City to ensure that online reporting is completed in a timely manner. This quarterly tracking will allow McGowan Consulting to alert City staff of potential paperwork deficiencies and need for closer follow up at large construction sites, whether they are City-owned public works projects or private commercial projects.

Most construction sites in the City are less than one acre in size and for such sites the City is responsible for ensuring that development contractors implement a prescribed list of stormwater BMPs outlined in the LA MS4 Permit consistent with the training previously provided by McGowan Consulting—the small site construction brochure developed jointly by the Beach Cities WMG is targeted at small construction site developers and can be used by City building & safety staff to educate and enforce these requirements. The City is also required to review and approve construction plan documents for sites one acre or greater subject to the statewide Construction General Permit (CGP) for consistency with a similar set of prescribed stormwater BMPs in the LA MS4 Permit. The City must also carry out inspections of CGP sites at frequencies consistent with the LA MS4 Permit requirements. It is assumed that the City is utilizing contracted or in-house Building and Safety inspectors that are trained and knowledgeable in inspection procedures consistent with the State Board Qualified SWPPP Practitioner program for the CGP for these inspections and construction plan reviews and will provide the necessary information to McGowan Consulting for annual reporting purposes. Since a refresher training on the Planning and Land Development and Construction programs is planned for delivery by McGowan Consulting prior to the close of FY1718, it is assumed that no additional training on the LA MS4 Permit construction program requirements will be needed during FY1819.

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses primarily on activities of public works and community service staff and requires implementation of BMPs to minimize water quality impacts from the operation and maintenance of public facilities, including parks, streets, recreational and other municipally owned or operated facilities. Grant pursuits for Public Works capital projects to reduce pollutant loads are covered under subtask 5.1 and trash reduction efforts to meet the Santa Monica Bay Debris TMDL and the Statewide Trash Provisions are included in subtask 5.2.

Subtask 5.1 Grant Application and Coordination Assistance

As part of its commitment in the Beach Cities EWMP, the City must make a good faith effort to pursue funding for the regional and distributed capital projects that are proposed for construction within its jurisdiction. Grant funding will allow the City to leverage municipal resources for the construction of such capital projects. This task provides an allocation of effort for McGowan Consulting to assist City staff in preparing one (1) complete grant application for a capital project chosen in consultation with City staff based on the City's priorities for a targeted grant solicitation. This allocation of effort includes time for McGowan Consulting to complete the online grant application, compile the necessary attachments, and submit the application on the City's behalf. Time is also allocated in this subtask to track and evaluate grant solicitations and other funding opportunities.

It is assumed that City staff will provide McGowan Consulting with a detailed project description and project budget estimate prior to initiation of the grant application. City staff will also obtain any necessary City Council resolutions approving the application, and provide any necessary maps or figures requested by the grant solicitation.

Subtask 5.1 Deliverables

- One (1) complete grant application for a stormwater capital project submitted on the City's behalf

Subtask 5.2 Public Agency Activities Training

The City must train all employees in targeted positions whose interactions, jobs, and activities affect stormwater quality. This training requirement also applies to contractors performing privatized/contracted municipal services such as landscape maintenance or trash collection. Training must address the requirements of the overall stormwater management program, as well as training specific to the duties carried out by the employee or contractor. This task provides for preparation and delivery of an interactive training for targeted City staff and any contracted service providers selected by the City. The training will provide an overview of the permit requirements and then focus the majority of training time on storm water practices related to their specific duties. A single 1- to 1.5-hour presentation is assumed with additional time for open discussion.

Subtask 5.2 Deliverables:

- Training session for targeted staff

Subtask 5.3 Trash/Debris TMDL Support

On April 7, 2015, the State Board adopted the Statewide Trash Provisions to establish a statewide approach for addressing trash discharges to waters of the state. The requirements of the Statewide Trash Provisions apply to Priority Land Uses (PLUs) within areas of the City not already addressed by a trash TMDL. By February 18, 2019, the City must establish a plan and submit to the Regional Board jurisdictional or watershed map(s) identifying the City's proposed compliance plan. In addition, by August 20, 2019 the City will need to determine a compliance strategy for installing full capture systems for trash

to attain the Santa Monica Bay Debris TMDL in areas of the City outside of tributary areas to planned regional BMP projects.

This subtask provides an allocation of 48 hours for McGowan Consulting to assist City staff in developing the City's compliance strategies for trash reduction in the Santa Monica Bay and Dominguez Channel watersheds. The majority of this subtask will be dedicated to developing the approach for meeting the trash prohibition on the Dominguez Channel side of the City and submitting the required maps to the Regional Board by February 18, 2019. However, an allocation of time is also included to plan the approach for the Santa Monica Bay area of the City, to allow sufficient time to conduct the necessary analysis and determine the most appropriate strategy prior to preparing the written plan due in August 2019. Preparation of the written plan will occur in the beginning of FY1920 and is excluded from this scope.

It is assumed that City staff will prepare GIS-based mapping to support these plans including maps depicting:

- Santa Monica Bay and Dominguez Channel storm drain networks within the City and delineation of the drainage divide between them
- Priority Land Use areas discharging to the storm drain network in Dominguez Channel areas of the City; and
- Locations of all proposed certified Full Capture Systems with GIS-based delineation of tributary areas to each.

Task 6 Illicit Connection & Illicit Discharge Elimination Program Implementation

The City's Illicit Connection and Illicit Discharge (ICID) Elimination program includes procedures for conducting investigations to identify the source of suspected illicit discharges and procedures for eliminating the discharge. The City's ICID procedures manual was updated in in FY15-16 for consistency with the 2012 LA MS4 Permit requirements and with the Non-Stormwater Screening and Monitoring procedures outlined in the Beach Cities CIMP. Since two rounds of training of City staff and contractors in illicit discharge identification have been completed during the current permit term, no additional training of existing field staff is required, however training of new staff members must be provided within 180 days of starting employment.

This task provides for McGowan Consulting support of City staff as needed in implementing the ICID program and/or training newly hired staff in illicit discharge identification.

Task 6 Deliverables:

- As needed training session for newly hired field staff

COST OF SERVICES

McGowan Consulting will conduct the work effort described in the above Scope of Services for an amount not to exceed **\$69,402** as detailed in the attached Budget Table and Rate Schedule. In order to provide a measure of flexibility to best meet the needs of the City, it is understood that reallocation of level-of-effort between tasks and subtasks may occur so long as the total contract amount is not exceeded. When possible, consulting time for attending meetings and performing tasks in common for clients will be distributed between two or more clients, thereby reducing individual costs to each client. Subtasks where such cost-sharing has been assumed in the level-of-effort are identified with an asterisk in the Cost Breakdown (*). Invoices will be submitted based on actual effort expended in accordance with the attached rate schedule for FY18-19. Labor rates shown in the Rate Schedule include automobile mileage, parking fees, and routine printing and copying. Other direct costs chargeable to the project may include: subcontracted graphic design, illustration and translation services; report reproduction and binding; courier services; and other direct project costs not specifically included in labor rates.

McGowan Consulting will inform City staff of changing requirements and emerging issues as part of regular communication. It is the nature of regulatory-driven programs to be subject to uncertainty and unpredictable events such as changes in regulatory requirements with the issuance of the 5th term permit, new/emerging regulatory issues, enforcement action or third-party lawsuits, or significant additional support required by City staff that was unanticipated. If such unpredictable event(s) or needs arise, we are prepared to assist the City and, if necessary and at City staff's direction, we will submit a request for an authorization for scope change to provide the City with additional consulting services to respond to meet the need.

Beach Cities Watershed Management Group Scope of Service

The Scope of Services in this proposal provides for McGowan Consulting to serve as the Coordinated Integrated Monitoring Program (CIMP) Coordination Consultant for the BC WMG during fiscal year 2018-2019 (FY1819) consistent with the *Memorandum of Understanding between the City of Manhattan Beach, the City of Torrance, the City of Redondo Beach, the City of Hermosa Beach and the Los Angeles County Flood Control District regarding the Administration and Cost Sharing for Coordination and Implementation of the Coordinated Integrated Monitoring Program for the Beach Cities Watershed Management Group* (Beach Cities CIMP MOU). Section 6a of the Beach Cities CIMP MOU provides authority for the City of Manhattan Beach to contract with a CIMP Coordination Consultant to perform the CIMP Coordination Scope of Work and any subsequent changes agreed upon by the parties. This proposal has been prepared for FY1819 based on discussion with the representatives of the BC WMG and agreement on the proposed tasks. The subtasks and scope assumptions for this effort by McGowan Consulting are outlined below based on the anticipated needs of the BC WMG during FY1819:

- 7.1 WMG Meeting Agendas and Minutes:** Plan, revise and distribute the BC WMG meeting agendas and meeting minutes for 12 monthly meetings. A level of effort is assumed similar to that expended during FY1718.
- 7.2 WMG Meeting Preparation and Attendance/Chairing:** Prepare materials for information, discussion and decision-making at the BC WMG meeting. Attend and chair the meetings, take notes during the meeting for documentation in the minutes, and follow up on action items from each meeting. A level of effort is assumed similar to that expended during FY1718.
- 7.3 Implementation Support:** Support for watershed implementation activities as directed by the BC WMG including preparation of an amendment to an existing implementation agreement among the WMG, and support for implementation of the grant-funded joint Hermosa Greenbelt regional project or other joint implementation activities.
- 7.4 Adaptive Management Evaluation Assistance and Review:** Assist in preparation of the BC WMG Adaptive Management Evaluation analysis and report. Effort will include coordination, review and comment on the adaptive management evaluation and report and for making revisions to narrative discussions of joint programmatic activities in the report. It is assumed that the CIMP Implementation Consultant will conduct the evaluation and prepare the majority of the WMG Adaptive Management Report due by December 15, 2018.
- 7.5 Review CIMP Implementation and Data Reporting:** Provide technical and regulatory review of work by the CIMP Implementation Consultant, including semi-annual data reports and periodic memos. A level of effort is assumed similar to that expended during FY1718.
- 7.6 Develop and Implement Joint Outreach Activities:** Development of joint public outreach materials utilizing contract services for graphic layout and illustration. Management of ongoing website content and hosting and, at the WMG's direction, new means for delivery of targeted stormwater outreach utilizing contracted services from the Environmental Services Center staff of the South Bay COG. As in FY1718, it is assumed that McGowan Consulting level of effort and supporting contract services for this subtask will be offset through combined work for another Watershed Management Group.
- 7.7 CIMP/EWMP Coordination & Permit-wide Meetings:** Represent and participate in CIMP/EWMP Coordinator Meetings, and Regional Board meetings and workshops on behalf of the BC WMG. Level of effort anticipates that Municipal Stormwater Permit negotiations will occur during FY1819.
- 7.8 South Bay IRWMP Meetings and Grant Pursuit:** Participation in South Bay Steering Committee meetings of the Greater Los Angeles Integrated Regional Water Management Program (IRWMP) and assistance to the BC WMG in proposing joint

implementation projects for IRWMP Implementation grant funding. This task may also be used for pursuit of other joint grant funding opportunities as directed by the BC WMG.

7.9 Watershed Joint Annual Report Preparation: Preparation of the BC WMG joint Watershed Annual Report for submittal to the Regional Board by December 15, 2018. This subtask includes review and incorporation of the Integrated Monitoring Compliance Report (IMCR) prepared by the CIMP Implementation Consultant into the Watershed Annual Report. A level of effort is assumed similar to that expended during FY1718. It is assumed that each individual BC WMG agency will upload its individual new development and redevelopment low impact development projects through the online WRAMPs tool no later than November 1, 2018 to enable McGowan Consulting to download and compile the information for the BC WMG as a whole in preparing the Watershed Annual Report. It is also assumed that each agency of the BC WMG will prepare its own individual annual report summarizing and reporting on its individual activities under the Municipal Stormwater Permit for the reporting year, and that the individual annual reports for each agency will be provided in pdf format by November 30, 2018 for McGowan Consulting to include as-is in the Watershed Joint Annual Report as appendices.

Excluded from this Scope of Services is effort to carry out the Beach Cities CIMP scope of work including preparation of the IMCR which is contracted separately by the City of Manhattan Beach on behalf of the WMG with the CIMP Implementation Consultant.

Cost of Services

McGowan Consulting will conduct the work effort outlined in the above Scope of Services for an amount not to exceed **\$82,000** as detailed in the attached Budget Table and Rate Schedule. Labor rates include automobile mileage, parking fees, and routine printing and copying. Other direct costs chargeable to the project may include: subcontracted graphic design, illustration, website design and hosting services; translation services; professional printing; report reproduction and binding; courier services; and other direct project costs not specifically included in labor rates. Anticipated costs for these other direct costs related to joint public outreach activities are included as line items in the Budget Table.

McGowan Consulting will adhere closely to the Scope of Services and inform City staff and BC WMG representatives of changing requirements and emerging issues as part of regular communication. In order to provide flexibility to best meet the needs of the BC WMG, it is understood that reallocation of labor hours and budget between subtasks may occur so long as the total contract amount is not exceeded. It is the nature of regulatory and monitoring-driven programs to be subject to uncertain and unpredictable events such as new technical issues, changes in regulatory requirements, regulatory enforcement action or third-party lawsuits under the Clean Water Act. If such an unpredictable event arises, if necessary and at City of Manhattan Beach staff's discretion, McGowan

Consulting will submit a request for authorization for a change to the Scope of Services and cost to provide additional consulting services to meet the need.

EXHIBIT B
APPROVED FEE SCHEDULE

McGowan Consulting, LLC

Labor Rates

Contract Year 2018-19¹

Professional/Staff Rates

Principal	\$158 per hour
Sr. Scientist	\$131 per hour
Staff Scientist	\$56 per hour

Expenses

Labor rates include: automobile mileage within greater Los Angeles and Orange County area, parking, routine printing and copying

Other direct costs chargeable to the project include: graphic layout and illustration, webpage design and hosting, translation services, report reproduction and binding, courier services, blueprint services, graphics services, project-specific publications, and any other direct project costs not included in the labor rates.

¹ Labor rates to be adjusted annually based on increases in the Consumer Price Index for the Los Angeles area as calculated by the U.S. Department of Labor Bureau of Labor Statistics

**MS4 Permit Consulting Budget FY18-19
City of Manhattan Beach**

Task Description	Labor Hours	FY1819 Budget
Task 1 Stormwater Program Management		
1.1 - Coordination and Communication	70	\$10,220
1.2 - Annual Reporting	50	\$7,300
1.3 - Permit-wide Planning and Coordination *	40	\$5,840
Subtotal Task 1	160	\$23,360
Task 2 Public Information and Participation Program		
PIPP Program Implementation	28	\$4,088
Subtotal Task 2	28	\$4,088
Task 3 Industrial & Commercial Facilities Control Program		
3.1 - Commercial Facilities Tracking and Assistance	20	\$2,800
3.2 - Business Assistance (Clean Bay Restaurant)	20	\$2,800
Subtotal Task 3	40	\$5,600
Task 4 Planning & Land Development and Construction Programs		
Planning & Land Development and Construction Support	58	\$8,468
Subtotal Task 4	58	\$8,468
Task 5 Public Agency Activities Program		
5.1 - Grant Application and Coordination Assistance	95	\$13,870
5.2 - Public Works Activities Training *	24	\$3,504
5.3 - Trash/ Debris TMDL Support	48	\$7,008
Subtotal Task 5	167	\$24,382
Task 6 Illicit Connection & Illicit Discharge Elimination		
IC&ID Program Support	24	\$3,504
Subtotal Task 6	24	\$3,504
TOTAL ALL TASKS	477	\$69,402

** indicates tasks that incorporate cost/labor savings due to work performed in common for more than one client*

Beach Cities Watershed Management Group Coordination

Budget Table

Task	Description	Labor Hours	FY18-19 Budget
7.1	WMG Meeting Agendas and Minutes	40	\$ 5,840
7.2	WMG Meeting Preparation and Attendance/Chairing	100	\$ 14,600
7.3	Implementation Support	48	\$ 7,008
7.4	Adaptive Management Evaluation Assistance and Review	48	\$ 7,008
7.5	Review CIMP Implementation and Data Reporting	18	\$ 2,628
7.6	Develop & Implement Joint Outreach	60	\$ 8,760
<i>Subcontracted Public Outreach Activities</i>			
	<i>Website hosting and support by Environmental Services Center/South Bay COG</i>		\$ 3,100
	<i>Graphic design and layout for brochures/print materials</i>		\$ 4,000
Task 7.6 Total Joint Outreach			\$ 15,860
7.7	CIMP/EWMP Coordination & Permit-wide Meetings	40	\$ 5,840
7.8	South Bay IRWMP Meetings and Grant Pursuit	24	\$ 3,504
7.9	Watershed Joint Annual Report Preparation	135	\$ 19,710
Total Beach Cities Watershed Coordination		513	\$ 81,998

City's Original

STAMP

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated August 5, 2015 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and McGowan Consulting, LLC, a California Limited Liability Company ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide Municipal Separate Storm Sewer System and Watershed Coordination.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Kathleen McGowan, Principal (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline, attached hereto as **Exhibit C**.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through August 3, 2018, unless sooner terminated as provided in Section 13 of this Agreement or extended. This Agreement may be extended by written amendment for one year from August 4, 2018 through August 3, 2019.

3. Compensation.

A. Compensation. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor a sum not to exceed One Hundred Twenty Thousand Three Hundred Sixty Dollars (**\$121,360**) (the "Maximum Compensation"), based on the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. The City Manager shall have authority to increase the Maximum Compensation by up to twenty percent (20%); any further increase requires City Council approval.

B. Expenses. City shall only reimburse Contractor for those expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses and costs collectively exceed the total sum of One Thousand Dollars (\$1,000).

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent

Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification.

To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs), injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall

defend City, with counsel of City's choice, at Contractor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Contractor shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of One Million Dollars (\$1,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A. 1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager.

Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five (5) calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of

work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. If the City Manager or his delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: Raul Saenz
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266
Telephone: (310) 802-5315
Email: rsaenz@gmail.com

If to Contractor:
Kathleen McGowan
McGowan Consulting
412 Olive Avenue, #189
Huntington Beach, CA 992648
Telephone: (310) 213-4979
Email: kathleen.EnV@verizon.net

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266
Telephone: (213) 626-8484
Email: qbarrow@citymb.info

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this

Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of 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 City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, sub-contractors 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 City for any defect or error in the work prepared by Contractor, its employees, sub-contractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed 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 Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor'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.

23. Exhibits. Exhibits A, B and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

29. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be awarded actual attorneys' fees together with any costs and expenses in addition to all other relief to which that Party may be entitled.

30. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and

enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

31. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.


32. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of the Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

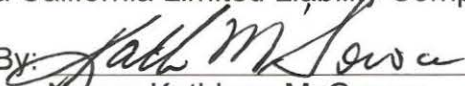
City:

City of Manhattan Beach,
a California municipal corporation

By: 
Name: NADINE NADER
Title: ASSISTANT CITY MANAGER

Contractor:

Kathleen McGowan Consulting,
a California Limited Liability Company

By: 
Name: Kathleen McGowan
Title: Principal

ATTEST:

By:  8-31-15
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: 
Name: Quinn M. Barrow *QAC*
Title: City Attorney

EXHIBIT A SCOPE OF SERVICES

PROPOSAL FOR MS4 PERMIT CONSULTING AND WATERSHED COORDINATION

I am pleased to provide to you this proposal to assist the City of Manhattan Beach (City) in implementing the requirements of the Municipal Stormwater Permit (MS4 Permit)¹. As authorized by the Federal Clean Water Act and the California Porter-Cologne Act, the MS4 Permit identifies conditions, requirements and programs that municipalities must implement to protect regional water resources from adverse impacts associated with pollutants in stormwater and urban runoff. This proposal provides a scope of work to: assist the City in implementing its individual requirements under the MS4 Permit; support the City in decision making and analysis with respect to implementation of its stormwater program; and to serve as watershed coordinator for the Beach Cities Watershed Management Group to facilitate implementation of the Beach Cities Coordinated Integrated Monitoring Program (CIMP) and Enhanced Watershed Management Program (EWMP).

This scope of work is organized into tasks according to the following Permit program areas:

- Task 1 – Stormwater Program Management;
- Task 2 - Public Information and Participation Program;
- Task 3 - Industrial/Commercial Facilities Control Program;
- Task 4 - Planning & Land Development and Construction Programs;
- Task 5 - Public Agency Activities Program;
- Task 6 - Illicit Connection & Illicit Discharge Elimination; and
- Task 7 Watershed Planning and Coordination
- Task 8 - Reimbursable Expenses

The following scope of work is provided for fiscal year 2015-2016 (FY15-16). An updated scope of work will be provided for subsequent fiscal years in May of the preceding fiscal year to reflect progress in stormwater program implementation and updated requirements articulated by Los Angeles Regional Water Quality Control Board staff.

- **Task 1 Stormwater Program Management**

The MS4 Permit affects a wide range of municipal activities and requires effective management and coordination of MS4 Permit activities across municipal departments. During FY15-16 the City will need to update its stormwater management programs to incorporate new requirements under the MS4 Permit so that City staff will be prepared to implement the updated programs upon the approval of the EWMP by the Los Angeles Regional Water Quality Control Board (Regional Board) which is estimated to occur by the end of April 2016.

¹ Order No. R4-2012-0175 NPDES Permit No. CAS004001 Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach.

- **Subtask 1.1 Coordination and Communication**

This task provides an allocation of time for regular communication with City staff via email and telephone and for quarterly meetings on the status of work progress, recent regulatory and watershed developments, need for action or response, and to provide opportunity for City staff to inject policy direction as needed. This subtask also includes project management and organization.

Subtask 1.1 Deliverables:

- Quarterly meeting agendas and progress reports (one page)

- **Subtask 1.2 Annual Reporting**

The City is required to submit an annual report to the Regional Board by December 15, 2015 covering the FY14-15 reporting period. Regional Board staff has stated that this FY14-15 annual report should be prepared utilizing the format similar to previous annual reports because Permittees involved in developing the EWMPs have been implementing minimum control measures as defined under the previous permit. However, a new annual reporting format will be utilized for the subsequent annual report due in December 2016 after the EWMP has been approved, so that during FY15-16 the City will need to begin collecting and tracking information that will support the new annual report format.

McGowan Consulting will assemble information provided by City staff for the FY14-15 reporting year from each of the six categories of minimum control measures to prepare the draft annual report for City staff review. Following receipt of comments from City staff, the annual report will be revised to prepare the final annual report in the form of electronic PDF files saved onto compact disc for delivery to Regional Board staff. One bound copy and one electronic copy on compact disc of the annual report will also be provided for the City's records.

It is assumed that City staff will provide necessary information for the annual report including but not limited to:

- Illicit connection and discharge incident tracking and GIS mapping
- New development/redevelopment project plan review and conditions
- Building & Safety storm-water related construction inspections and plan check
- Public works CIP projects related to stormwater
- Public outreach and education events and materials, including those placed through Used Oil and Recycled Beverage Container programs
- Records of catch basin cleaning and marking
- Budgetary information for stormwater expenditures in each category
- Copies of completed industrial/commercial inspection forms and spreadsheet inventories

This subtask also includes an evaluation of the annual indicator bacteria data collected in accordance with the Coordinated Shoreline Monitoring Plan for the Santa Monica Bay Bacteria TMDL at the four shoreline monitoring locations SMB 5-1, 5-2, 5-3, and 6-1 to which the City is tributary. Data summary tables and an accompanying narrative to be included in the effectiveness assessment of the annual report will be prepared with format and content similar to

the FY13-14 annual report submittal. It is assumed that a spreadsheet file containing all the shoreline monitoring data for the reporting year will be provided by the City of Redondo Beach staff who manages the data so that no data management will be necessary for Geosyntec to prepare the data summary tables.

Excluded from this scope of work is effort to respond to Regional Board staff requests for information with respect to exceedances of TMDL objectives or receiving water standards/limits, notices of violation or other enforcement actions.

Given timely receipt of the necessary annual report information from City staff by September 15, 2015, a draft annual report for City staff review will be delivered in electronic format by November 1, 2015. A three-week turnaround for City staff review, one round of City staff review and comment, and a single revision of the annual report are also assumed. Annual report format and content for FY14-15 will be similar to that prepared for the FY13-14 annual report.

Regional Board staff intends to release a new outline and/or template format for annual reporting to address the new permit requirements, including a list of information that must be tracked and/or submitted with the annual report that is due in December 2016 covering reporting year/fiscal year 2015-16. Accordingly, this subtask 1.2 also includes an allocation of time to advise the City in establishing internal systems for information tracking to support annual reporting and documentation of compliance with MS4 Permit requirements.

Subtask 1.2 Deliverables:

- Draft and final FY14-15 Annual Report with required attachments
- **Subtask 1.3 Permit-wide Planning & Coordination**

This subtask includes time to participate in monthly MS4 Permit Co-Permittee meetings to share information, resources and address MS4 Co-Permittee challenges cooperatively. A total of ten (10) such meetings are assumed. Additionally attendance at two (2) special meetings or workshops which may be called by Regional Board staff is also assumed.

Subtask 1.3 Deliverables:

- Attend and provide meeting notes for up to 12 meetings
- **Task 2 Public Information and Participation Program**

Each Co-Permittee is responsible for developing and implementing a Public Information and Participation Program (PIPP) that addresses the specific MS4 Permit requirements and meets the general objectives of:

- Measurably increasing the knowledge of target audiences about the adverse impacts of stormwater pollution on receiving waters and the potential solutions to mitigate these impacts
- Measurably changing the waste disposal and stormwater pollutant generating behavior of target audiences

- Involving and engaging a diversity of socio-economic groups and ethnic communities in mitigating the impacts of stormwater pollution.

Each of the required elements of the PIPP may be met by the City either through a county-wide, watershed group, or individual program. Accordingly, a key objective of this task is to assist the City in determining how it will meet each of the PIPP requirements and to coordinate and plan those efforts.

- **Subtask 2.1 PIPP Program Development & Implementation**

The Beach Cities Watershed Management Group (WMG) has historically coordinated some joint public outreach programs to address Santa Monica Bay water quality impairments. For example, the members of the Beach Cities WMG jointly established the Clean Bay Restaurant Program in cooperation with the Santa Monica Bay Restoration Foundation. It is anticipated that the Beach Cities WMG will continue to jointly coordinate some of the required elements of the PIPP, however details of the approach and effort have not yet been determined. This task provides an allocation of effort to assist the City in implementing the City's individual required elements of the PIPP program. McGowan Consulting will prepare a memo with recommendations for content changes to the City's website and stormwater outreach materials that reflect the permit requirements. This subtask also includes attendance at four (4) quarterly County-wide Public Outreach coordination meetings to avail the City of resources and information on County-wide efforts. Effort for coordinating and implementing public outreach elements by the Beach Cities WMG are addressed in Task 7.

It is assumed that costs for printing public education materials or purchasing premiums for distribution to the public will be procured directly by the City through direct purchase orders with vendors or through a joint agreement among the Beach Cities WMG and are excluded from this Scope of Work.

Subtask 2.1 Deliverables:

- Recommendations for content changes or additions to the City's website and outreach materials
- Notes from Quarterly County-wide Public Outreach coordination meetings

- **Subtask 2.2 City Council Presentations and Updates**

Informing the City Council as well as the public of progress in implementing the provisions of the MS4 permit, the EWMP and CIMP at public meetings is a key public information activity. This task includes an allocation of time for the development and presentation of one PowerPoint® presentation for City Council as requested by City staff. This task also includes preparation of a draft staff report for City Council consideration (e.g., an MOA for CIMP implementation). Attendance at two (2) City Council meeting is assumed for this subtask.

Subtask 2.2 Deliverables:

- PowerPoint® presentation for City Council
- Draft staff report

- **Task 3 Industrial/Commercial Facilities Control Program**

The MS4 permit requires the implementation of an Industrial/Commercial Facilities control Program to track, inspect and ensure compliance at facilities that are critical sources of pollutants in storm water. At this time, there are no industrial facilities located within the City registered under the Statewide Industrial General Permit thus this MS4 Permit program is applicable only for commercial facilities identified as critical sources in the MS4 Permit. Subtask 3.1 addresses the automotive and nursery critical sources categories, while Subtask 3.2 addresses food service establishments via the Clean Bay Restaurant Program.

The MS4 Permit requires that each Permittee implement a Business Assistance Program to provide technical information to businesses to facilitate their efforts to reduce the discharge of pollutants in stormwater. Assistance is to be targeted to business sectors or small businesses that may be contributing substantial pollutant loads to the MS4 or receiving water. Food service establishments constitute the predominant category of permit-regulated commercial facilities within the City, and automotive service is the next most predominant category, it is assumed the City will prioritize and target assistance to the food service sector via the Clean Bay Restaurant Program in FY15-16 and automotive service business sectors in subsequent years.

- **Subtask 3.1 Commercial Facilities Tracking**

McGowan Consulting will assist City staff in tracking the industrial/commercial facility program for annual reporting purposes by reviewing the results of facility assessments and spreadsheet inventory update. It is assumed that the City will provide copies of the completed assessment forms as well as a copy in Excel® of the updated inventory for McGowan Consulting to review. It is also assumed that the City will contract separately for the industrial/commercial site visits and that the contractor will be responsible for updating the spreadsheet inventory based on inspection results.

Subtask 3.1 Deliverables:

- Updated commercial facilities inventory (excluding food service establishments)

- **Subtask 3.2 Business Assistance (Clean Bay Restaurant)**

This subtask allocates time for assisting City staff in implementing the Clean Bay Restaurant certification program within the City by reviewing completed inspections forms and the spreadsheet inventory, making recommendations for certification, and coordinating with City staff and Santa Monica Bay Restoration Foundation staff in issuing certificates. Foundation staff have previously expressed their intent to work with participating cities and their inspectors in updating the Clean Bay Restaurant Program to incorporate Integrated Pest Management requirements and ensure that inspection checklists reflect enforceable City ordinances such as takeout polystyrene food service bans. An allocation of time is included to coordinate with City staff and Santa Monica Bay Restoration Foundation staff to update the City's inspection checklist to reflect these and other program improvements while also maintaining a program that is workable for the City and practical for food service establishment managers.

It is assumed that as in previous years, the City will contract separately for these restaurant inspections in coordination with the Fats, Oils and Grease control program and that the contract

inspector will update the spreadsheet inventory of facilities and inspection results. It is assumed that the City or separate contractor will provide electronic copies of the completed assessment forms as well as a copy in Excel® of the updated inventory for McGowan Consulting to review. It is also assumed that City staff will prepare the mailings for the distribution of certificates to restaurants once approved by Santa Monica Bay Restoration Foundation staff.

Subtask 3.2 Deliverables

- Revised restaurant inspection checklist
- Recommended list of restaurants for certification with updated spreadsheet inventory of food service establishments

- **Task 4 Planning & Land Development and Construction Programs**

The Development Planning provisions of the MS4 Permit require the Community Development Department to ensure that private development and redevelopment projects provide for permanent measures to reduce storm water pollutant loads from the development site. The Development Construction Program of the NDPEs Permit tasks the Building & Safety Division with the related objective of minimizing pollutant loads from development and redevelopment sites during construction. The Public Works Department is responsible for compliance with Planning & Land Development, the City's Green Street Policy, and Construction Program stormwater requirements for public capital improvement projects.

- **Subtask 4.1 LID and Green Street Implementation Support**

The MS4 Permit requires that a GIS or other electronic system be established to cumulatively track the effectiveness of new development and redevelopment low impact development implementation over time. This effectiveness is to be assessed by compiling, analyzing, and summarizing information with respect to new development and redevelopment and retrofit projects to allow assessment of the following as part of annual reporting:

Estimated cumulative change in percent effective impervious area (EIA) since the effective date of the MS4 Permit and, if possible, the estimated change in the storm water runoff volume during the 85th percentile storm event;

Summary of New Development/Re-development Projects constructed within the Permittee(s) jurisdictional area during the reporting year;

Summary of Retrofit Projects that reduced or disconnected impervious area from the MS4 during the reporting year;

Summary of other projects designed to intercept storm water runoff prior to discharge to the MS4 during the reporting year; and

For the projects summarized above, estimate of the total runoff volume retained on site by the implemented projects.

The information to be tracked must produce the foregoing effectiveness assessment metrics as well as a list of mandatory information identified in the MS4 Permit to be tracked for these projects. Effort for this subtask is allocated to advise City staff in establishing a system for

tracking the information required in the MS4 Permit for annual reporting purposes and for reviewing outputs from the system to verify that the MS4 Permit requirements are being effectively tracked. It is assumed that City staff will utilize its internal GIS system or other electronic software with City staffing to establish and implement the tracking system.

Subtask 4.1 Deliverables:

- Meeting with City staff to discuss project tracking requirements, needed outputs, and internal City resources to find solution for long term tracking system
- Review and comment on tracking outputs

- **Subtask 4.2 Construction Program Implementation Support**

The City is required to develop procedures for review and approval of construction plan documents for consistency with the requirements of the MS4 Permit. These procedures must include a checklist to conduct and document the review of construction plan documents. Additionally, technical standards requiring use of best management practices (BMPs) based on risk posed by the site must be made readily available to the development community via the City's website and at the public counter. This subtask includes time to assist the City in developing its review procedures and selecting technical standards based on readily available handbooks such as the California BMP Handbook consistent with the MS4 Permit requirements to suit the City's needs and the types of projects encountered in the City. The City must also establish and implement inspection procedures and frequencies for public and private construction sites consistent with the MS4 Permit requirements. This task also includes time to assist the city in developing procedures for inspecting and documenting construction site inspections at the appropriate frequency for the type of construction site consistent with the MS4 Permit.

Subtask 4.2 Deliverables:

- Meeting with City staff to discuss current construction project review procedures, technical standards and necessary revisions for consistency with permit requirements
- Markup of construction plan review checklist to include updated permit requirements
- Markup of inspection site checklist to add required new permit requirements, and frequency of inspection

- **Subtask 4.3 Training for Community Development and Engineering Staffs**

Implementation of the Planning & Land Development and Construction Programs under the Municipal Stormwater Permit occurs through: Community Development staff review of new development/redevelopment projects, issuance of building and grading permits, and inspection of construction sites during construction and upon project completion. Similar parallel responsibilities for public works projects reside with the Public Works Department. The MS4 Permit requires annual training of targeted staff implementing the Planning & Land Development and Construction program requirements. This training will be focused on implementation of MS4 Permit requirements. A single two (2) hour training session will be conducted with visual presentation and handouts.

It is assumed that the City's inspectors have been trained and are knowledgeable in inspection procedures consistent with the State Water Resources Control Board Qualified SWPPP Practitioner program for the Statewide Construction General Permit (CGP) for sites 1 acre and larger, or will secure such training separately from a qualified Trainer of Record.

Subtask 4.3 Deliverables:

- MS4 Permit training session for Community Development and Engineering staff

- **Task 5 Public Agency Activities Program**

The Public Agency Activities program focuses primarily on the activities of the Public Works Department and requires implementation of Best Management Practices (BMPs) to minimize water quality impacts. Upon approval of the Beach Cities EWMP, the City must begin implementing the new requirements of the MS4 Permit.

Subtask 5.1 Inventory of Public Facilities

Municipally owned or operated facilities that are potential sources of stormwater pollution must be included in a public facility inventory that is to be developed and maintained by the City consistent with the Part VI.D.9.c of the MS4 Permit. This subtask provides for McGowan Consulting to prepare the City's initial inventory with required information for approximately thirty-six (36) facilities operated or maintained by the City with potential sources of stormwater pollution including:

- Public Works Yard;
- City Hall Complex incl. Fire Station;
- Joslyn Community Center
- Manhattan Heights Community Center and Park
- Manhattan Beach Art Center
- Municipal Parking Lots (15)
- Polliwog Park
- Live Oak Park
- Sand Dune Park
- Marine Avenue Park
- Marine Sports Complex
- Manhattan Village Fields
- Veterans Parkway
- Marriot Hotel Golf Course

Mira Costa High tennis courts and fields
Manhattan Beach Middle School fields
Pacific Elementary School fields
Meadows Elementary School fields
Grand View Elementary School fields
Robinson Elementary School fields
Pennekamp Elementary School fields
Various parquettes

The inventory will consist of a one-page information sheet for each facility with required information fields and a narrative description of activities performed and potential pollution sources. Information will be gathered for the more complex facilities such as public works yard, city hall complex, and parks with multiple recreational facilities, through field visits by McGowan Consulting along with photo documentation. For less complex facilities such as parks without building improvements, or facilities which are not owned by the City, such as ball fields at public school sites, McGowan Consulting will rely on City staff to provide the necessary information to complete the inventory. Parking lots previously retrofit with porous paving through the Prop 50 SMBRC grant will not receive field visits, rather the final grant report will be used as the basis of information for the inventory at those facilities.

Those facilities which do receive field visits by McGowan Consulting will also be screened for potential opportunities for retrofitting to reduce the discharges of stormwater pollutants into the MS4 from these facilities, which is the first step in creating an inventory of retrofit opportunities at City owned facilities consistent with Part VI.D.9.d.ii. of the MS4 Permit. Following completion of the inventory and prior to completion of the memorandum of retrofit opportunities, a meeting or teleconference will be held with City staff to discuss, evaluate and prioritize the retrofit opportunities for future incorporation into the City's capital improvement program.

It is assumed that the field visits will require up to five (5) field-days to conduct site walks, make notes, and take photographs as needed to collect sufficient information for the inventory for the facility and to identify candidate areas for retrofitting. It is also assumed that a knowledgeable City staff person will be available to McGowan Consulting staff as necessary to answer questions regarding public facility management practices and to provide access to the facilities.

Subtask 5.1 Deliverables:

- Inventory of public facilities with opportunities for retrofit
- Memorandum listing the potential opportunities for retrofitting to reduce the discharges of stormwater pollutants into the MS4 from these facilities.

- **Subtask 5.2 Public Agency Activities Procedures and Training**

McGowan Consulting will meet with Public Works Management staff to systematically review the Public Agency Activities Program requirements of the 2012 MS4 Permit, identify those which are currently being implemented, and establish an approach for incorporating requirements that have not yet been implemented into the City's procedures and programs. Based on the discussion in the workshop, we will prepare a memorandum summarizing the findings, approach to implementing each program element, and a list of follow up action items for City staff.

The City must train all employees in targeted positions whose interactions, jobs, and activities affect stormwater quality. This training requirement also applies to contractors performing privatized/contracted municipal services such as landscape maintenance or trash collection. Training must address the requirements of the overall stormwater management program, as well as training specific to the duties carried out by the employee or contractor. This task provides for preparation and delivery of an interactive training for public works staff and any contracted service providers selected by the City. The training will provide an overview of the permit requirements and then focus the majority of training time on activity-specific permit requirements in Part VI.D.9. Public Agency Activities minimum control measures. A single 1- to 1.5-hour presentation is assumed with additional time for open discussion.

Subtask 5.2 Deliverables:

- Memorandum summarizing approach to implementing program elements and list of City staff action items
- Training session for public works staff

- **Task 6 Illicit Connection & Illicit Discharge Elimination**

The City's IC/ID program must include written procedures for conducting investigations to identify the source of suspected illicit discharges and procedures for eliminating the discharge. Training of all field staff including contracted staff who as part of their normal job responsibilities may observe illicit discharges or illicit connections must occur at least twice during the term of the Permit.

- **Subtask 6.1. Update of IC/ID Program Procedures**

To address this requirement McGowan Consulting will work with City staff to revise the City's existing IC/ID procedures for consistency with the 2012 MS4 Permit requirements and with the Non-Stormwater Screening and Monitoring procedures outlined in the Beach Cities CIMP. The IC/ID procedures must be documented in a manual that must include:

- Procedures for conducting source investigations
- Procedures for eliminating the source of IC/IDs
- Procedures for public reporting of illicit discharges
- Spill response plan
- Documentation of IC/ID education and training of City and contracted services staff

McGowan Consulting will work closely with City staff to identify existing procedures and documentation that can be leveraged and integrated into the IC/ID procedures manual in order to reflect the City's existing in-house and contract services procedures and organizational structure and responsibilities. McGowan Consulting will meet with City management staff to discuss and obtain input as to how best to fill information gaps and complete the procedures manual.

Two drafts of the IC/ID procedures manual are assumed. McGowan Consulting will deliver the first draft and provide an opportunity for City staff to review and comment. Based on that input and any additional information provided, a second draft of the IC/ID procedures manual will be prepared. The second draft of the IC/ID procedures manual will be utilized as the basis for training of field staff in Subtask 6.2. The discussion that will occur as part of the training will allow additional input and comment from field staff whose day-to-day experiences can provide clarification of field procedures and will improve the accuracy and the effectiveness of the manual. Based on input and direction from staff during the training session, McGowan Consulting will revise and deliver the final version of the IC/ID procedures manual.

Subtask 6.1 Deliverables:

First and second draft IC/ID Procedures Manual including supporting forms; and
Final IC/ID Procedures Manual.

- **Subtask 6.2 – Field Staff Training in IC/ID Identification and Reporting**

McGowan Consulting will conduct a training session at the City's offices for City staff as well as contracted field staff identified by the City on the requirements of the illicit discharge elimination program and the procedures for identifying and reporting illicit discharges. A single 45-minute presentation is assumed with additional time for open discussion.

Subtask 6.2 Deliverables:

Training session for field staff

- **Task 7 Watershed Planning and Coordination**

The Beach Cities Watershed Management Group consisting of the cities of Manhattan Beach, Redondo Beach, Hermosa Beach and Torrance along with the Los Angeles County Flood Control District (Beach Cities Watershed Management Group or Beach Cities WMG) are completing the development and will be initiating implementation of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) consistent with the Permit. As required by the Permit, the draft CIMP was submitted in June 2014, and a draft EWMP was submitted to the Regional Board for review by June 28, 2015. A revised CIMP is being prepared in response to Regional Board staff comments and upon approval of the CIMP by Regional Board staff, the Beach Cities EWMP will have 90 days to begin implementing the CIMP and this will be accomplished through development of a memorandum of agreement (MOA) for joint monitoring. In addition to implementation of the CIMP, other joint efforts to be undertaken by the Beach Cities WMG during FY15-16 will include responding to comments on the CIMP and EWMP and revising both documents, and

developing a coordinated approach to public information and participation programs and other joint efforts identified in the EWMP.

This task is provided for McGowan Consulting to serve as the Beach Cities WMG Coordinator (Watershed Coordinator) in order to facilitate and manage the group's joint efforts. The Beach Cities WMG meets on a monthly basis to coordinate compliance monitoring and implementation activities for the Beach Cities EWMP and CIMP. This task includes time to prepare for and lead the monthly meetings. A list of specific scope items to be included in this task for FY15-16 is as follows (A new list of scope items will be provided for subsequent fiscal years for discussion by the group in May of the preceding fiscal year.):

1. Plan and prepare Beach Cities WMG meeting agendas and prepare meeting minutes for 12 monthly meetings
2. Two McGowan Consulting staff to attend meetings, Kathleen McGowan to chair meeting and project scientist to take notes
3. Prepare MOA for implementing the CIMP and Watershed Planning & Coordination: 3 drafts, two rounds of comments (staff, city attorneys), plus one final version
4. Prepare quarterly draft invoices to Hermosa Beach, Redondo Beach and Torrance under the CIMP MOA
5. Prepare RFP for implementing the CIMP: 2 drafts, one round of comments from staff, plus final version for execution
6. Manage the CIMP implementation consultant/contractor under the direction of City of Manhattan Beach staff
7. Review and comment on CIMP and EWMP consultant/contractor reports
8. Outline plan for Beach Cities watershed joint public outreach activities in the form of a matrix summarizing how each required element of the PIPP program will be met: either by the WMG, through Countywide program, or by cities individually
9. Participate in EWMP Coordinator Meetings (6) and Regional Board meetings, workshops and hearings related to CIMP and EWMP implementation (2)
10. Participation in South Bay Steering Committee meetings of the Integrated Water Resources Management Plan (IRWMP) (up to 6 meetings)
11. Submission of up to four (4) project concepts (one per city) into the LA IRWMP database to align the Beach Cities' EWMP projects for Prop 1 IRWMP Implementation grant opportunities. Project concepts to be based on descriptions in the final EWMP with any necessary additional information to be provided by the individual city in which the project is to be located.
12. Prepare Watershed Joint Annual Report narrative and summary.

Excluded from this scope is the effort to carry out the CIMP scope of work which includes the annual Integrated Monitoring Compliance Report and data summary and trend analysis that will be implemented through a separate contract to be awarded as a result of the RFP and it is assumed that the CIMP implementation contract will be held directly by City of Manhattan Beach, not by McGowan Consulting. It is assumed that each individual WMG agency will prepare its own individual annual report summarizing and reporting on its individual activities under the MS4 Permit for the reporting year, including new development/redevelopment

summary and cumulative change in effective impervious area and stormwater volume reduction from the projects within its jurisdiction, and that the individual annual reports for each agency will be attached to the Watershed Joint Annual Report as appendices. It is also assumed that City of Redondo Beach staff will continue to manage the remainder of EWMP and CIMP development contract in accordance with existing MOA for EWMP and CIMP development through the final approval of each document by Regional Board staff, and that management of that contract is not part of McGowan Consulting scope of work.

- **Task 8 Reimbursable Expenses**

This task provides for contracted services as needed for a graphic artist to lay out artwork for public outreach materials such as brochures or advertising and a technical editor or writer to write copy for public outreach materials.

We will adhere closely to the scope of work and inform City staff of changing requirements and emerging issues as part of regular communication. It is the nature of regulatory-driven programs to be subject to uncertainty and unpredictable events such as changes in regulatory requirements, emerging issues, enforcement action or third-party lawsuits, or simply additional support required by City staff that was unanticipated. If such unpredictable event(s) or needs arise, McGowan Consulting is ready to assist the City and, at City staff's discretion, will submit a request for an authorization for scope change to provide the City with additional consulting services to respond to such a change in scope.

Please do not hesitate to contact me if you have any questions or require additional information or scope clarification. Thank you for the opportunity to continue to work with you and your colleagues at the City of Manhattan Beach.

Sincerely,

Kathleen C. McGowan, P.E.
Principal

**EXHIBIT B
FEE SCHEDULE**

PROPOSAL FOR MS4 PERMIT CONSULTING AND WATERSHED COORDINATION

	Labor Hours	Budget
Task 1 Stormwater Program Management		
1.1 - Coordination and Communication	36	\$ 5,400
1.2 - Annual Reporting	54	\$ 8,100
1.3 - Permit-wide Planning and Coordination *	16	\$ 2,400
Subtotal Task 1	106	\$ 15,900
Task 2 Public Information & Participation Program		
2.1 - PIPP Program Development & Implementation*	12	\$ 1,800
2.2 - City Council Presentations and Updates	24	\$ 3,600
Subtotal Task 2	36	\$ 5,400
Task 3 Industrial/Commercial Facilities Control Program		
3.1 - Commercial Facilities Tracking	6	\$ 900
3.2 - Business Assistance (Clean Bay Restaurant)	10	\$ 1,500
Subtotal Task 3	16	\$ 2,400
Task 4 Planning & Land Development and Construction Programs		
4.1 - LID and Green Street Implementation Support	16	\$ 2,400
4.2 - Construction Program Implementation Support	24	\$ 3,600
4.3 - Training for Community Development *	18	\$ 2,700
Subtotal Task 4	58	\$ 8,700
Task 5 Public Agency Activities Program		
5.1 - Inventory of Public Facilities	80	\$ 12,000
5.2 - Public Works Activities Procedures and Training*	30	\$ 4,500
Subtotal Task 5	110	\$ 16,500
Task 6 Illicit Connection & Illicit Discharge Elimination		
6.1 - Update of ICID Program Procedures	60	\$ 9,000
6.2 - Field Staff Training in IC/ID Identification and Reporting*	16	\$ 2,400
Subtotal Task 6	76	\$ 11,400
Subtotal City-specific Tasks 1- 6	402	\$ 60,300

**EXHIBIT B
FEE SCHEDULE**

PROPOSAL FOR MS4 PERMIT CONSULTING AND WATERSHED COORDINATION

Task 7 Watershed Planning and Coordination **	Labor Hours	Budget
1. WMG meeting agendas and minutes (12)	24	\$ 3,360
2. WMG meeting attendance (two persons, 12 meetings)	84	\$ 11,760
3. MOA for CIMP	40	\$ 5,600
4. Quarterly MOA invoicing (4)	20	\$ 2,800
5. RFP for CIMP Implementation	40	\$ 5,600
6. Manage CIMP Implementation	50	\$ 7,000
7. Review and comment on CIMP and EWMP reports	32	\$ 4,480
8. WMG joint PIPP outreach planning	12	\$ 1,680
9. EWMP Coordinator meetings (9) and LARWQCB meetings (3)	27	\$ 3,780
10. South Bay IRWMP meetings (12)	24	\$ 3,360
11. LA IRWMP database project concept submittal (4)	40	\$ 5,600
12. Watershed Joint Annual Report	36	\$ 5,040
Total Watershed Task 7	429	\$ 60,060
Task 8 Reimbursable Expenses		
Graphic artist	5	\$ 500
Technical Editor/Writer	5	\$ 500
Total Task 8		\$ 1,000
TOTAL	831	\$ 121,360

**Labor Rates
Contract Year 2015-16**

Professional

Principal \$150 per hour
Project Scientist \$125 per hour

Staff Support & Contracted Services

Graphic artist \$100 per hour
Technical Editor/Writer \$100 per hour
Intern \$25 per hour

Expenses

Labor rates include: automobile mileage within greater Los Angeles and Orange County area, parking, routine printing and copying.

Other direct costs chargeable to the project include: report reproduction and binding, courier services, blueprint services, graphics services, film and film development, project-specific publications, and any other direct project costs not included in the labor rates.

EXHIBIT C
PROJECT TIMELINE

PROPOSAL FOR MS4 PERMIT CONSULTING AND WATERSHED COORDINATION

Task	Element	Due Date
Subtask 1.2	NPDES Permit Annual Report	12/15/2015
	Information from City staff	
	Draft annual report for City staff review	
Subtask 3.1	Updated Commercial Facilities Inventory	11/1/2015
	Information from inspection contractor	
Subtask 3.2	Updated inventory of restaurants	11/1/2015
	Information from inspection contractor	
Subtask 4.3	Community Development and Engineering Staff Training	6/30/2016
Subtask 5.1	Inventory of public facilities	
Subtask 5.2	Public Works staff training	6/30/2016
Subtask 6.1	Update IC/ID Program Procedures	
Subtask 6.2	Field staff training in IC/ID procedures	6/30/2016
Task 7.1	WMG meeting agendas and minutes	At Notice to Proceed
Task 7.3	First draft MOA for CIMP Implementation and Watershed Planning & Coordination	TBD
Task 7.5	First draft RFP for monitoring	TBD
Task 7.12	Watershed Joint Annual Report	December 15 annually
	Individual annual report drafts from WMG agencies	November 1 annually
	Integrated Monitoring Compliance Report and data summary and trend analysis from CIMP consultant/contractor	November 1 annually

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MCGOWAN
CONSULTING, LLC

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and McGowan Consulting LLC, a California limited liability company ("Consultant") (collectively, the "Parties") is hereby entered into on April 18, 2017 ("Effective Date").

RECITALS

- A. On August 5, 2015 the City and Contractor entered into a three-year Professional Services Agreement ("Agreement") for the Contractor to provide assistance to the City in implementing National Pollutant Discharge Elimination System Permit requirements under the Federal Clean Water Act; and
- B. The Parties now desire to amend the Agreement to update the scope of work and tasks for the period July 1, 2017 to August 3, 2018 and compensate Consultant for such work.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. Section 1.A of the Agreement relating to services is hereby amended to read:

- A. Scope of Services. Contractor shall perform the services described in the Scope of Services ("Initial Services"), attached as **Exhibit A**. For Fiscal Year 2017-18, Consultant shall perform the services described in the Budget for FY 2017-18 ("2017-18 Services"), for the period from July 1, 2017 to and including August 3, 2018, attached hereto as **Exhibit D**. The Initial Services and the 2017-18 Services are collectively referred to herein in this Agreement, as amended, as the "Services." City may request, in writing, changes in the services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Section 2. Section 3.A of the Agreement relating to compensation is hereby amended to read as follows:

- A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no

event shall City pay Contractor more than \$121,360 for the Initial Services and \$144,670 for the 2017-18 Services (collectively the "Maximum Compensation"). City shall pay Consultant for the 2017-18 Services in accordance with the schedule of payment set forth in Exhibit D.

Section 3. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

City:

City of Manhattan Beach, a California municipal corporation

By: Madine Nader
Name: NADINE NADER
Title: ASST City MANAGER

ATTEST:

Consultant:

Kathleen McGowan Consulting, LLC

By: Kathleen McGowan
Name: KATHLEEN C. MCGOWAN
Title: OWNER / PRINCIPAL

By: _____
Name: _____
Title: _____

By: Maitha Alvarez 6/8/2017
(for) Liza Tamura, City Clerk

APPROVED AS TO FORM:

By: Quinn M. Barrow
Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

By: Bruce Moe
Bruce Moe, Finance Director

**Budget for FY2017-18
MS4 Permit Consulting for
City of Manhattan Beach**

	Labor Hours	Budget
Task 1 Stormwater Program Management		
1.1 - Coordination and Communication	50	\$ 7,250
1.2 - Annual Reporting	60	\$ 8,700
1.3 - Permit-wide Planning and Coordination	24	\$ 3,480
Subtotal Task 1	134	\$ 19,430
Task 2 Public Information & Participation Program		
2.1 - PIPP Program Development & Implementation	46	\$ 6,670
Subtotal Task 2	46	\$ 6,670
Task 3 Industrial/Commercial Facilities Control Program		
3.1 - Commercial Facilities Tracking & Assistance	16	\$ 2,320
3.2 - Business Assistance (Clean Bay Restaurant)	12	\$ 1,740
Subtotal Task 3	28	\$ 4,060
Task 4 Planning & Land Development and Construction Programs		
4.1 - LID and Green Street Implementation Support	30	\$ 4,350
4.2 - Construction Program Implementation Support	10	\$ 1,450
4.3 - Training for Community Development	24	\$ 3,480
Subtotal Task 4	64	\$ 9,280
Task 5 Public Agency Activities Program		
5.1 - Grant Application and Coordination Assistance	80	\$ 11,600
5.2 - Public Works Activities Training	24	\$ 3,480
5.3 - TMDL Support	40	\$ 5,800
Subtotal Task 5	144	\$ 20,880
Task 6 Illicit Connection & Illicit Discharge Elimination		
6.1 - Support for ICID Program Implementation	10	\$ 1,450
6.2 - Field Staff Training in IC/ID Identification and Reporting	20	\$ 2,900
Subtotal Task 6	30	\$ 4,350
Subtotal City-specific Tasks 1- 6	446	\$ 64,670

**Budget for FY2017-18
Watershed Group Coordination**

Task	Description	Labor Hours	Budget
7.1	WMG Meeting Agendas and Minutes	56	\$ 8,120
7.2	WMG Meeting Preparation and Chairing	84	\$ 12,180
7.3	Watershed Group Implementation Support	48	\$ 6,960
7.4	Manage Adaptive Management Evaluation and Report Preparation	48	\$ 6,960
7.5	Manage CIMP Implementation and Data Reporting	36	\$ 5,220
7.6	Develop & Implement Joint Outreach	50	\$ 7,250
	<i>Subcontracted Public Outreach Activities</i>		
	<i>Website hosting and support by South Bay Environmental Services Center/South Bay COG</i>		\$ 3,000
	<i>Graphic layout for brochures/print materials</i>		\$ 2,470
Task 7.6 Total Joint Outreach			\$ 12,720
7.7	CIMP/EWMP Coordination & LA Permit-wide Meetings	36	\$ 5,220
7.8	South Bay IRWMP Meetings and Project Updates	20	\$ 2,900
7.9	Watershed Joint Annual Report	136	\$ 19,720
Total Beach Cities Watershed Coordination			\$ 80,000

Task Scope Assumptions

- 7.1 Prepare/plan agendas and meeting minutes for 12 monthly meetings. Effort is based on level-of-effort expended in FY16/17 to support WMG.
- 7.2 Two (2) McGowan Consulting staff attend the meetings, one to chair and one to take notes. Effort is based on level-of-effort expended in FY16/17 to support WMG.
- 7.3 Allocation of effort for tasks to support EWMP Implementation as directed by WMG. This may include finalizing MOU for Greenbelt or amending an existing MOU to address adaptive management evaluation report scope, however it is assumed that no new MOUs will be developed.
- 7.4 This effort is for managing, review and comment on adaptive management evaluation analysis and report development. McGowan Consulting may provide limited input on programmatic activities to be discussed in the report, however it is understood that the WMG will amend an existing MOU to contract with Geosyntec to prepare the Adaptive Management Report which is due by April 2018.
- 7.5 Manage technical work of the CIMP Implementation consultant. Includes time to review work products delivered by the CIMP consultant to the WMG, including the semi-annual data reports, but excluding review of IMCR which is included in the Task 7.9 Annual Report. Level-of-effort is reduced from FY16/17 since startup tasks and memos are now complete.

McGowan Consulting, LLC

Labor Rates

Contract Year 2017-18¹

Professional

Principal	\$154 per hour
Civil/Environmental Engineer	\$138 per hour
Environmental Scientist	\$128 per hour
Staff Scientist	\$54 per hour

Expenses

Labor rates include: automobile mileage within greater Los Angeles and Orange County area, parking, routine printing and copying

Other direct costs chargeable to the project include: graphic layout, translation services, report reproduction and binding, courier services, blueprint services, graphics services, film and film development, project-specific publications, and any other direct project costs not included in the labor rates.

¹ Labor rates to be adjusted annually based on increases in the Consumer Price Index for the Los Angeles area as calculated by the U.S. Department of Labor Bureau of Labor Statistics

Confidential Business Information

INFORMATION MEMO

This summary is intended to provide the Manhattan Beach City Council background information and an update on the status of the City's NPDES stormwater program, and includes key activities undertaken during the FY 2016/17 reporting year (July 1, 2016-June 30, 2017), and related regulatory and legal developments. It also includes an overview of our future plans to ensure compliance with the NPDES permit.

1. Background

In 1990, the California Regional Water Quality Control Board (Regional Board) adopted Order No. 90-079, which set in motion requirements for municipalities located in Los Angeles County to comply with provisions of the Clean Water Act for contaminated discharges (commonly called storm water and urban runoff discharges) in Municipal Separate Storm Sewer Systems (MS4).¹ This action was followed in 1992 by a provision requiring all Phase I cities,² those with regional populations greater than 100,000, to begin implementing best available technologies to reduce or eliminate contaminated discharges. The Regional Board adopted new storm water permits in 1996 and 2001, and approved four amendments between 2006³ and 2010 to the 2001 permit. On November 8, 2012, the Regional Board adopted a new storm water permit, Order No. R4-2012-0175, which includes and expands upon the provisions called for in earlier permits. See Attachment 1 for new NPDES Permit Highlights. That permit became effective on December 28, 2012 and replaces the previous permit which had been in place since 2001. The City of Manhattan Beach, along with some 80 cities and the County of Los Angeles, are permittees responsible for complying with the MS4 Permit. This Permit expires in December 2017, although it will continue to remain in force until a new permit is adopted.

Previous storm water permits focused on implementation of pollution control measures,⁴ while the new permit focuses on whether Permittees are actually achieving adopted water quality standards (referred to as total maximum daily loads, or TMDLs) for receiving waters. The primary TMDLs (for pollutants) that Manhattan Beach must control are:

- Bacteria, trash, DDT and PCBs discharged to Santa Monica Bay
- Metals (copper, zinc and lead) and Toxicity discharged to Dominguez Channel.

¹ The authority to regulate storm water and urban runoff falls under the National Pollutant Discharge Elimination System (NPDES) program, which is administered by the California Regional Water Quality Control Board.

² Manhattan Beach is considered a Phase I city because it is part of Los Angeles County, which has a continuous, regional population greater than 100,000.

³ The 2006 amendment was set-aside by the Court due to procedural deficiencies, but reincorporated into the new 2012 Permit.

⁴ Pollution control measures include any device or program intended to reduce or eliminate sources of storm water pollution. Examples of pollution control measures include retention basins, berms and swales, oil/water separators at parking lot entrances, trash capture devices, education and outreach, dry weather diversions to the sewer system, street sweeping, storm drain stenciling, etc.

TMDLs set forth a “waste load allocation,” which identifies the amount of a particular pollutant that each discharger may discharge into the affected water bodies. These waste load allocations are converted into effluent limits for particular pollutants. The TMDLs have been incorporated directly into the MS4 Permit, and are therefore enforceable against the permittees. Thus, permittees are required to comply with the effluent limits set forth in the TMDLs.

Permittees are required to comply with the permit’s water quality standards and can choose three different approaches to achieve compliance. These options include: 1) implementing and monitoring baseline control measures individually, 2) developing and implementing a customized and approved Watershed Management Program (WMP) or 3) developing and implementing an Enhanced Watershed Management Program (EWMP). The customized WMP or EWMP provides Permittees greater flexibility to implement control measures on a larger, watershed scale. It also provides Permittees additional time to establish those coordinated efforts with other jurisdictions (see table below). Manhattan Beach chose Option 3, electing to participate in an enhanced watershed management plan.

Implementation Options	Description	Deadline to Comply	Comments
Option 1	Implement baseline Minimum Control Measures (MCM).	By June 28, 2013	This option requires that individual cities comply with strict numeric limits for water quality, shown by comprehensive monitoring of outfall locations. MCM is further described below.
Option 2	Participate in a Watershed Management Program (WMP)	By June 28, 2014 submit draft plan	Permittees were required to file a Notice of Intent to participate in a WMP by June 28, 2013. WMP is further described below.
Option 3	Participate in an Enhanced Watershed Management Program (EWMP)	By June 28, 2014 submit final work plan for EWMP development By June 28, 2015 submit draft plan	Permittees were required to file a Notice of Intent to participate in a EWMP by June 28, 2013. EWMP is further described below.

See Attachment 2 for expanded descriptions of the MCM and WMP options.

2. Enhanced Watershed Management Program – an Overview

Under the Enhanced Watershed Management Program (EWMP), Permittees can evaluate opportunities for collaboration on large, multi-benefit projects which retain, through infiltration or capture and reuse, the 85th percentile of a 24-hour storm event and **all** non-storm water runoff.

Alternatively, Permittees can demonstrate via reasonable assurance analysis (e.g., targeted monitoring) that the water quality objectives (pollutant load limits) of the receiving waters are being met. The difference between the WMP and EWMP is in the type(s) and scale of regional control measures implemented. Conceptually, under an EWMP, Permittees can investigate and plan for storm water diversion to either a storm water treatment plant or detention/retention basin, which is then captured and either infiltrated or reused (much like recycled water) such that the contaminated discharge never reaches Santa Monica Bay or Dominguez Channel. Like the WMP requirements, under the EWMP Permittees were required to implement minimum control measures required in the previous permit until the EWMP was approved by the Regional Board. The same WMP deadlines and conditions for a timeline extension also apply to the EWMP. These are also the compliance deadlines for TMDLs. With respect to the Santa Monica Bay Debris TMDL, the City of Manhattan Beach was provided an additional three years to comply with the TMDL's "zero" trash limit because it adopted Styrofoam, smoking and plastic bag bans, all of which have a direct impact on reducing trash.

A permittee that timely prepares and implements a WMP or EWMP, as the case may be, is deemed in compliance with certain numeric effluent limits, which would otherwise be required to achieve, particular in the near term. The difference between a WMP and EWMP is that an EWMP allows a permittee to be deemed in compliance with certain interim and final TMDLs addressed by the EWMP (except trash), where as a WMP only provides coverage for interim TMDLs. Thus, a permittee's participation in a WMP or EWMP provides an important benefit to permittees willing to invest the significant expense in development and implementation of such a program.

Collaboration: Beach Cities Watershed Management Group EWMP

The City of Manhattan Beach participates in the Beach Cities Watershed Management Group (Beach Cities WMG) to jointly develop and implement the Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program (CIMP). The EWMP was chosen as the preferred method by the overwhelming majority of cities, including Manhattan Beach, for meeting storm water compliance objectives because it allowed a regional approach and provided the maximum liability coverage under the permit. It also provided more time for cities to develop regional solutions to address storm water pollution. The Beach Cities WMG includes the cities of Manhattan Beach, Hermosa Beach, Redondo Beach and Torrance, along with the Los Angeles County Flood Control District (LACFCD).

The Beach Cities draft EWMP was submitted to the Regional Board in June 2015 and was approved in April 2016 following two rounds of review and comment by Regional Board staff and revisions by the Beach Cities WMG. The approved EWMP outlines the individual and joint measures that will be taken by the agencies of the Beach Cities WMG to meet water quality limits set forth in the MS4 Permit. These measures include both structural and non-structural approaches to be implemented over the next 15 years under three phases, Funding, Design and Construction/Installation (see Attachments 3: Implementation Schedule and 4: Estimated Cost Summary).

The EWMP describes how the City (and EWMP members) will:

- Identify water quality priorities
- Select appropriate Best Management Practices (BMPS) for target pollutants
- Evaluate the effectiveness of those BMPs (e.g. pollutant load reductions)
- Quantify the benefits
- Identify an implementation schedule
- Conduct a financial analysis of BMPs
- Develop a strategy for identifying potential funding sources
- Develop any necessary legal authorities

Some actions the City has already and/or is beginning to implement include:

- The Hermosa Beach Greenbelt Project
- Continuous Deflection Separation (CDS) devices
- Green street projects such as drywells and bio filters
- Storm drain inserts and screens, along with quarterly cleaning of inlets
- Storm water capture system adjacent to Sand Dune Park
- Pervious pavement installations
- Several dry weather diversions to the sanitary system
- Weekly (or more) street sweeping
- Adoption of Low Impact Development (LID) standards for large development projects
- Enforcement of storm water controls for all construction projects, including right-of-way and private property locations
- Reducing runoff through energy conservation
- Adoption of the No Smoking, Plastic Bag and Styrofoam bands

Implementation of the EWMP officially began in May 2016, although many of the actions listed above were implemented years (or decades) ago.

As part of the EWMP, the Beach Cities WMG was recently awarded a grant under the Water Quality, Supply and Infrastructure Improvement Act of 2014 Storm Water Grant Program Round 1 Implementation funding (PROP 1 Stormwater Implementation Grant) to fund a top priority EWMP regional project - the design and construction of the Hermosa Greenbelt Subsurface Infiltration System, which will address stormwater runoff from areas in all four cities that comprise the Beach Cities WMG. An MOU outlining the cost share for the matching funds required by the grant has been finalized by the Beach Cities WMG, reviewed and approved by city attorneys, and is currently being brought to the four City Councils for approval. This item was approved by Manhattan Beach at the July 5, 2017 City Council meeting. The City of Hermosa Beach, as the lead agency for the project, will be issuing a contract for design and executing the grant agreement with the State Board Department of Financial Assistance.

3. Coordinated Integrated Monitoring Program (CIMP)

Cities and/or Watershed Management Groups are required to monitor receiving waters to ensure that their pollution control measures are effective. The Beach Cities draft CIMP, defining the group's joint monitoring program, was submitted to the Regional Board on June 28, 2014 and was conditionally approved on August 25, 2015. Following submittal of a final CIMP satisfying Regional Board conditions on September 24, 2015, the Beach Cities WMG began taking steps to implement the CIMP, including drafting a CIMP Implementation MOU, which was fully executed on April 12, 2016.

The City of Manhattan Beach serves as the lead agency for CIMP implementation and is responsible for administering the CIMP Implementation contracts and invoicing the other members for their share of the costs. The first year of monitoring under the CIMP was completed during fiscal year 2016-17. Data from stormwater outfall and paired receiving water monitoring will be validated, compiled and discussed in the 2016-17 Watershed Annual Report to be submitted to the Regional Board by December 15, 2017. These data will include:

- Samples collected from storm drain discharges and from ocean waters analyzed for all required parameters during three (3) monitoring events that occurred over three storms in the winter of 2016-17.
- Data from LACFCD receiving water monitoring in the Dominguez Channel conducted on behalf of several watershed management groups.
- Results from recreational beach water quality monitoring conducted ankle-deep in the wave wash for indicator bacteria either weekly or 5 days per week depending on the site (in Manhattan Beach, the 28th Street storm drain site is monitored 5 days per week, while the other two sites at 40th Street and at Manhattan Pier are monitored once per week).

During the fiscal year, the Beach Cities WMG evaluated recreational water quality exceedance rates for indicator bacteria during the current permit term (2012-2016) compared to exceedance rates during the six-year period (2004-2010) immediately following adoption of the Santa Monica Bay Beaches Bacteria TMDL (SMBBB TMDL). Beach water quality appears to have improved or remained unchanged at all sites during dry weather, and at two sites (including the 28th Street outfall in Manhattan Beach) there is evidence of significant improvement in water quality attributed to the construction of additional low flow diversions to eliminate dry weather MS4 discharges. However, results of shoreline monitoring data during wet weather continue to indicate the need for additional control measures to meet wet weather beach water quality objectives in the SMBBB TMDL, i.e., control measures such as the regional projects identified in the EWMP.

4. Education: Joint Outreach Program

As part of the EWMP implementation, the Beach Cities WMG is also developing and implementing a suite of joint outreach measures aimed at increasing awareness of stormwater pollution prevention and effecting positive changes in businesses practices and residential behavior. Joint efforts during the fiscal year 2016-17 included:

- The Beach Cities, in cooperation with the Santa Monica Bay Restoration Foundation (Bay Foundation), continued to implement the Clean Bay Certified (CBC) restaurant program by conducting annual inspections of food service establishments and certifying those that pass a rigorous inspection checklist. Benefits of this certification include promotion of the establishment on The Bay Foundation's website (<http://www.santamonica-bay.org/explore/our-communities/clean-bay-restaurants/>) and through social media.
- The Beach Cities WMG, in partnership with the Peninsula WMG (Cities of Palos Verdes Estates, Rolling Hills Estates, Rancho Palos Verdes, unincorporated County of Los Angeles and the LACFCD), has funded the development and hosting of Environmentally Friendly Landscaping, Gardening and Pest Control webpages on the South Bay Council of Governments (SBCOG) website. The information on these pages meets the dual permit requirements to provide educational outreach to residents to reduce the use of pesticides through integrated pest management, as well as outreach on landscape water use efficiency. The web pages are still undergoing revision and refinement and should be complete in August 2017.
- Another joint project undertaken with the Peninsula WMG is the development of a brochure to provide outreach to construction contractors to describe and illustrate the required 13 minimum Best Management Practices required by the 2012 LA MS4 Permit on construction sites less than one acre in size. The brochure will be available in final form in English and Spanish by the end of September 2017.

5. City of Manhattan Beach Individual Activities

The City is individually implementing required minimum control measures in each of six program categories described in Attachment 1, as well as implementing specific enhanced control measures targeted at pollutants of concern as described in the Beach Cities EWMP. These measures include:

- The City utilizes its website and quarterly e-newsletter, as well as utility bill inserts and informational booths at public events, to disseminate environmental information to its residents and businesses. During the fiscal year, an evaluation of the City's existing Stormwater Pollution Prevention and Going Green webpages was conducted to determine recommended changes to meet the City's individual outreach responsibilities under the LA MS4 Permit. The City will be providing links from its webpages to the SBCOG

Environmentally Friendly Landscaping, Gardening and Pest Control webpages, and also continues to promote sustainable landscaping principles in its Green Code planning requirements for new projects or significant remodels.

- The City continued to implement its trash and waste reduction programs created as a result of AB939 and AB341. These programs provide effective source control for trash which is a targeted pollutant for the Santa Monica Bay Debris Total Maximum Daily Load (Debris TMDL).
- The City continued to implement its water conservation programs, which have been effective in reducing non-stormwater discharges during dry weather and protect recreational beach water quality consistent with the Santa Monica Bay Beaches Bacteria TMDL (SMBBB TMDL).
- The City held training for its Public Works management and field staff to initiate implementation of the updated control measures in the 2012 LA MS4 Permit, including the Public Agency Activity and Illicit Discharge Elimination requirements. Similar training was held with Community Development staff following EWMP approval and focusing on construction and development planning requirements. Training is held annually for staff.
- Field visits were conducted to each of the City's public facilities/properties to prepare the inventory of public facilities and to identify opportunities for stormwater retrofits as required by the 2012 LA MS4 Permit.
- Renovations completed at the City's bulk storage area at the Public Works yard resulted in significant improvements to stormwater quality source control measures at the facility.

Trash full Capture Device Retrofits

The City is systematically installing certified full capture systems for trash in priority areas of the City within the Santa Monica Bay watershed between now and March 2023 to address the Debris TMDL. As mentioned above, the City received an extra 3 years for final compliance with the Debris TMDL as a result of passing three key bans: plastic bag ban, polystyrene ban and smoking ban.

Prior to the development of the Debris TMDL, eight (8) continuous deflection systems for trash and other gross pollutants had already been installed and were operational on major storm drains or catchments with significant potential to generate trash within the City. These units can be certified as full capture systems and will obviate the need to retrofit upstream catch basins with full capture devices for trash. In addition to the existing continuous deflection systems, the City has installed approximately one hundred and eighty (180) debris screens/inserts on catch basin openings that have historically required frequent cleaning (Priority A). Installation of additional full capture systems is planned to complete the retrofitting of 100% of the catch basins in Santa

Monica Bay as required by the Debris TMDL. Attachments 3 and 4 include a summary other planned Santa Monica Bay and Dominguez Channel Watershed projects along with their proposed implementation schedule and estimated cost ranges.

6. Regional Project Funding

Stormwater project grant funding typically requires at least a 50% match and awards are usually capped at values significantly less than the total capital costs of such projects, often requiring in a local match significantly more than 50% for regional stormwater projects. Competition for these funds is strong and is statewide. Such grant funds are available only for capital expenditures, not for long-term operation and maintenance costs, which can be significant. Thus a long-term continuous source of funds to support water quality protection is needed for programmatic and ongoing operation and maintenance costs as well as to provide capital for construction.

The next priority regional project under the EWMP is located in Manhattan Beach on the 28th Street storm drain system. This proposed project would receive runoff only from Manhattan Beach and thus would be implemented individually by the City with possible cooperation from Caltrans. Potential external funding for this project is being tracked and pursued based on opportunity/solicitation cycles including:

- Caltrans Cooperative Implementation Agreement
- Prop 1 Stormwater Implementation Round 2
- Prop 1 IRWMP Implementation
- Prop 1 SMBRC
- Coastal Conservancy Prop 1
- Clean Water State Revolving Fund – Green Reserve

LA County Stormwater Funding

In 2013, LACFCD attempted to establish a fee for stormwater quality improvements through the Clean Water Clean Beaches Measure, which would have raised funds to implement and maintain regional storm water quality improvement projects through a parcel fee. However, due to significant community and agency concerns and public testimony at two public hearings, the Los Angeles County Board of Supervisors voted not to proceed with the measure. The timing of that initiative was difficult because the EWMPs had not yet been developed and full financial impact of the regional projects in the EWMPs was not yet available.

With the completion of the EWMPs and clear need for funding region-wide, a new initiative is now underway by LA County. On May 30, 2017, the LA County Board of Supervisors passed a motion which, among other actions, directed LA County Public Works staff to pursue amendments to the Los Angeles County Flood Control Act to expand the LACFCD's authority to impose a parcel tax within their geographic boundary and allocate revenues to municipalities

and regional entities to develop stormwater projects and programs. The motion also directed their staff to conduct broad-based outreach and engagement with stakeholders to solicit input and to develop an Expenditure Plan. This will help determine an appropriate parcel tax to implement stormwater projects and programs with emphasis on projects providing multiple benefits that increase water supply, improve water quality, and provide community enhancements.

Legislation currently pending before the Governor, SB 231, would make it easier for cities to adopt stormwater-specific parcel taxes without voter approval. Instead, such taxes would only be subject to a majority protest procedure in the same manner as the City adopts sewer and water rates.

7. Future Permit, Report of Waste Discharge and Other Reviews

On June 28, 2017, the Beach Cities WMG submitted its Report of Waste Discharge (ROWD), which is a permit reapplication due to the Regional Board six months prior to permit expiration. The ROWD summarized the EWMP and CIMP development and implementation activities undertaken by the Beach Cities WMG since adoption of the 2012 LA MS4 Permit. The ROWD also made recommendations for improvements to the 2012 LA MS4 Permit for consideration by the Regional Board in issuing the next permit.

Proposed Changes to List of Impaired Waters (303d List)

On February 8, 2017, the Regional Board issued a notice and opportunity to comment on proposed updates to the Clean Water Act Section 303(d) List for the Los Angeles Region, known as the 303(d) list, which identifies specific water bodies and pollutants causing water quality impairment in those waterbodies. A number of changes were proposed to listings for the Santa Monica Bay and the Dominguez Channel to which stormwater runoff from the City is discharged. The City's concerns with some of the proposed changes were expressed through a comment letter and oral comments at the Regional Board Workshop held on this matter. As a result of the City's comments along with others submitted by various agencies, some improvements were made in the final 303(d) List that was forwarded to the State Board for final adoption. Significant changes to the 303(d) List relevant to the City of Manhattan Beach include:

- Delisting of the City's beaches for indicator bacteria based on year-round water quality, though Regional Board staff also made clear that the SMBBB TMDL limitations would remain in effect for the delisted beaches. Nevertheless, this change could open the door for a revision to the SMBBB TMDL.
- New listings of Santa Monica Bay for mercury and arsenic as a result of levels found in fish tissue. The immediate effect of this new listing will be a requirement to add mercury and arsenic to the list of pollutants being monitored in the Beach Cities CIMP, though this will not be a significant additional cost. In the long term these listings are likely to result in the promulgation of TMDLs for mercury and arsenic and potential limitations on

these pollutants in the City's stormwater discharges and, if necessary, modification of the EWMP to address these pollutants.

8. Ongoing Challenges to the 2012 LA MS4 Permit

Several challenges to the 2012 LA MS4 Permit were initiated shortly after its adoption. At least two of these challenges, summarized below, have yet to be decided and make it likely that adoption of the next LA MS4 Permit will be delayed until they are resolved.

2012 LA MS4 Permit Unfunded Mandate Test Case

On August 29, 2016, the California Supreme Court upheld a determination by the California Commission on State Mandates (Commission) that some provisions of the previous 2001 LA MS4 Permit were not required under the federal Clean Water Act and consequently were reimbursable state-mandated programs. The California Constitution provides that whenever the Legislature or any State agency mandates a new program or higher level of service on any local government, the State shall provide funds to reimburse that local government for the costs of the program or increased level of service. The Supreme Court found that if federal law gives the State discretion whether to impose a particular implementing [permit] requirement, and the State exercises its discretion to impose a particular permit requirement, the requirement is not federally mandated. The Supreme Court also clarified that the Commission has the sole authority to determine whether a permit requirement is federally mandated. That case has now been remanded to the court of appeal for further consideration, including a determination of whether the permittees have the authority to impose fees to recover their stormwater costs. Under the State Constitution, if a local agency can charge fees in connection with a program or activity, then it is not an unfunded mandate.

Based on the Supreme Court's decision, there are now a number of test cases pending before the Commission related to MS4 Permit provisions in permits throughout the State. A favorable finding would not necessarily relieve permittees from complying with MS4 Permit requirements, rather it would provide reimbursement of the costs if the permittee demonstrates that there is no source of funds other than taxes to pay for the requirements, i.e., no user-specific fees such as building permits. Under certain circumstances, if the State Legislature fails to provide a subvention of funds for the unfunded mandate, then local agencies may seek a judicial determination that the mandate is not enforceable.

The City of Manhattan Beach is one of 23 Permittees participating in such a test case being led by the law firm of Burhenn & Gest (lead counsel in the Supreme Court case) with respect to new requirements imposed on Permittees by the 2012 LA MS4 Permit. City staff have provided information to Burhenn & Gest to support the test claim, including the most recent request from the Commission on the cost of complying with the 2012 LA MS4 Permit.

The hearing on this test claim is tentatively scheduled for July 2018, although it is possible that this date could be pushed.

Duarte and Gardena Lawsuits

Two separate cases filed by the cities of Duarte and Gardena allege that the 2012 LA MS4 Permit exceeds the requirements of the Clean Water Act and imposes economic hardships and compliance costs that were not fully evaluated by the Regional Board in issuing the permit. In addition to other items, the cases both seek to remove the Permit's requirements that cities comply with numeric pollutant limits, including achieving compliance through a WMP and EWMP. The City of Manhattan Beach is named as a real party in interest in the Gardena case. The trial date in both cases is scheduled to begin on November 13, 2017.

NRDC/LA Waterkeeper Lawsuit

The NRDC and LA Waterkeeper filed a lawsuit that argues the LA MS4 Permit is weaker than the prior iteration of the Permit (issued in 2001) and will degrade water quality. That case attempted to remove the protections afforded by the Permit's WMP and EWMP compliance option. On January 23, 2017, Judge Amy Hogue issued a final order denying the NRDC/LA Waterkeeper's writ and upholding the Permit's terms that deem cities in compliance with numeric water quality standards when implementing a WMP or EWMP. The NRDC and LA Waterkeeper have appealed the decision.

The Council has been provided confidential litigation updates directly from the City Attorney's office regarding these lawsuits.

Attachments:

1. 2012 Storm Water NPDES Permit Highlights
2. MCM and WMP
3. Implementation Schedule
4. Estimated Cost Summary

Attachment 1

2012 NPDES Permit Highlights

The Permit Allows Essential and Conditionally Exempt Discharges:

- Essential discharges are allowed under certain conditions, such as emergency fire fighting activities, natural flows including streams, uncontaminated groundwater infiltration, rising groundwater.
- Conditionally exempt non-storm water discharges include fire training-related discharges, small drinking water discharges, landscape irrigation, de-chlorinated swimming pool water, non-commercial car washes by residents and non-profits, street/sidewalk wash water.

The 2012 Permit Requires and/or Incorporates:

- Enhanced monitoring efforts and specific records management/record keeping (see below).
- Progressive action/implementation to comply with Water Quality Objectives (TMDLs).
- New TMDLs with specific numeric discharge limits:
 - Santa Monica Bay: Dry weather and wet weather effluent limits for bacteria; effluent limits for trash, DDT and PCBs. The trash limit is “0” by 2020 (see below).
 - Dominguez Channel: Effluent limits for metals (copper, lead, zinc) legacy pesticides, and poly nuclear aromatic hydrocarbons.
- New “area” thresholds for development and re-development activities; storm water requirements apply to sites greater than one acre and/or development projects of 10,000 ft² or greater (down from the previous 100,000 ft² threshold).
- Mandates for additional staff training for development impacts to storm water.
- Increased site inspection and monitoring during active construction for all sites, including those less than one acre.
- Annual Report requirements. Submittals must include a statement from legal council with specific language identified in the permit (certification) and an annual fiscal analysis of expenditures for permit compliance for past year and upcoming year.
- Any documents submitted to the Regional Board must be made available to the public for at least 30 days for comment.

The 2012 Permit Allows For:

- Integrated approaches to monitoring water quality
- Integrated (regional) approaches to control contaminated runoff
- Permittees to choose a permit implementation option:
 - Minimum control measures
 - Watershed management program
 - Enhanced watershed management program

Reporting and Monitoring Program

- Allows flexibility to allow Permittees to develop an integrated/regional monitoring program on a watershed/sub-watershed basis to address requirements and leverage resources
- Requires dry and wet-weather monitoring for a list of 140 pollutants (dry weather monitoring minimum 2x per year; minimum wet weather monitoring 3x per year)
- Must perform receiving water monitoring at mass emissions stations (pre-determined locations)
- Must monitor at storm water outfalls (minimum 3x per year during wet-weather)
- Must monitor non-storm water outfalls to identify those with frequent, non-storm water flows
- TMDLs have more frequent monitoring requirements
- Must identify sources of non-storm water discharges and pollutants
- Track and document effectiveness of BMPs installed for new and redevelopment projects
- Must maintain comprehensive monitoring records and file monitoring reports annually (format specified in Permit) that include monitoring results, storm water and non-storm water control measures, effectiveness in controlling pollutants, rainfall data, compliance summary
- The Santa Monica Bay trash TMDL requires installation of full capture devices in all 350 catch basins by 2020. However, if the City adopts three (3) ordinances in 2013, then the permit provides an additional three (3) years to comply with the zero trash discharge (until 2023). The proposed ordinances would ban plastic bags, smoking and polystyrene. The permit also calls for interim reductions in the amount of trash reaching Santa Monica Bay starting in 2016, with a 20% reduction over the baseline that year, and 20% additional reduction each of the next four years such that the amount of trash reaching Santa Monica Bay in 2020 is zero (0).
- The Dominguez Channel TMDLs must achieve full compliance by 2032, with interim limits set during the current permit period.

Penalties for Non-Compliance:

Violations of the permit are subject to fines and penalties as follows:

1. Civil penalties of up to \$5,000.00, \$10,000 or \$25,000 per day of violation, or up to \$10 or \$25 per gallon per day or some combination thereof.
2. Mandatory penalties of \$3,000 for
 - a. Each serious violation (i.e., exceedance of limits by +20% for group II pollutants, or +40% for group I pollutants or failure to submit a discharge monitoring report within 30 days of the deadline to submit)
 - b. Violation of waste discharge requirement effluent limit in any period of six consecutive months (not applicable to first three violations).
3. Trash Limits (group I pollutant). One violation per year is allowed for storms that exceed .025" rainfall. Additional violations are counted only when rainfall exceeds a 0.25" storm event during the same storm year.

Attachment 2

MCM and WMP

Option 1: Minimum Control Measures

Under this option, Permittees must implement a baseline set of storm water actions and demonstrate compliance with water quality standards through monitoring data collected from the Permittees' outfalls. MCMs are not typically coordinated with other jurisdictions, but rather are implemented individually by each permittee. The baseline requirements include best management practices (BMPs) considered necessary to reduce pollutants in storm water to the maximum extent practicable. The MCM baseline categories include:

1. Public Information and Participation Program
2. Industrial/Commercial Facilities Program
3. Development Construction Program
4. Planning and Land Development Program
5. Public Agency Activities Program
6. Illicit Connections/Illicit Discharge (IC/ID) Program

For additional summary information on these six (6) categories, please see below. Comprehensive information, including the required timeline for implementation, can be found in the 2012 Storm Water NPDES Permit, Attachment F, pages 47-83,¹ (not part of this document).

1. **Education program:** Measurably increase knowledge, change disposal habits and engage various groups. Provide a way to report clogged drains and get misc. storm water information. May participate in 888-CLEAN LA, post on website. Must organize events to promote storm water pollution prevention.
2. **Industrial/Commercial facilities program:** Track, educate, inspect, ensure compliance. This includes database of lat/long of all industrial/commercial facilities that are critical source of SW pollution [e.g., restaurants, automotive, gas stations, nurseries]. Update annually. Implementation of a Business Assistance Program.
3. **Development Construction Planning:** Control sediment runoff from construction sites one acre or greater. Control polluted discharges from all sites, regardless of size.
4. **Planning and Land Development** activities for new and redevelopment projects that meet certain thresholds: Track development and redevelopment projects for follow up inspection and reporting annually to the RB. Implement construction inspection and enforcement program. Adopt ordinances where necessary. Creation of a construction site inventory that is continuously updated.

¹ The complete 2012 Storm Water NPDES Permit, with attachments, can be found on line at: http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/index.shtml.

5. **Public Agency Activities:** Minimize pollution from city facilities and projects. Conduct an inventory (updated once w/in five years), identify retrofitting opportunities, and implementing appropriate BMPs (listed in Table 18 of the permit), stenciling, storm drain maintenance, street sweeping, employee training programs.
6. **Illicit Connections/ Illicit Discharge (IC/ID) program:** Ensure legal authority to enforce IC/ID. Investigation of storm drains for illegal connections or discharge. Development of a spill response plan. Promotion of a reporting hotline and documenting calls received. Appropriate signage. Staff training.

Option 2: Watershed Management Program (WMP)

The Watershed Management Programs option provides a “framework for Permittees to implement the requirements of this Order in an integrated and collaborative fashion to address water quality priorities on a watershed scale...” [Order R4-2012-0175]. The approach is believed by the US Environmental Protection Agency (US EPA) to be more cost-effective and successful in achieving water quality objectives than the Minimum Control Measures approach. Permittees can still retain successful elements of their individual jurisdictional BMPs and simply identify these individual roles and responsibilities in their WMP Plans. While WMP Plans are customizable on both the jurisdictional and watershed levels, the permit still specifies the framework that each WMP must include. Permittees must also continue to implement Minimum Control Measures required in the previous permit until the new WMP is approved by the Regional Board. Permittees who participate in the development of a WMP must submit a draft plan by December 28, 2013, but will be granted an additional six (6) months to comply if specific early actions are implemented by June 28, 2013, including drafting a Low Impact Development Ordinance and a green streets strategy for transportation corridors. These conditions must be met in greater than 50% of the land area covered in the WMP.

Attachment 3

Proposed Implementation Schedule

COLOR KEY		Funding Phase					Design Phase						Construction/ Installation Phase						
		Timeline																	
BMP Location/Name		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Santa Monica Bay Watershed	Catch basin retrofits for trash	■	■	■	■	■													
	Manhattan Beach Infiltration Trench ¹		■	■	■	■	■	■											
	Manhattan Beach Green streets application in SMB-5-02					■	■	■											
	Hermosa Beach Greenbelt Infiltration ¹		■	■	■	■	■	■											
	Hermosa Beach Infiltration Trench					■	■	■											
	Redondo Beach Park #3					■	■	■											
	Green streets application in SMB-6-01 for All Cities					■	■	■											
Dominguez Channel Watershed	Catch basin inlet filters in DC-Torrance						■	■	■	■	■	■	■	■	■	■	■	■	■
	Green Streets (Redondo Beach and Manhattan Beach)	Treatment of 3% of Land Uses				■	■	■	■										
		Treatment of Additional 4% of Land Uses								■	■	■	■	■					
		Treatment of Additional 7% of Land Uses													■	■	■	■	■
	Redondo Beach Powerline Easement Filtration ^{1,2}						■	■	■	■									
Artesia Boulevard and Hawthorne Boulevard Filtration ² in Redondo Beach								■	■	■	■								

¹Alternative project locations have also been identified

²Current regional BMP project sequencing in Dominguez Channel helps achieve dry weather bacteria TMDL compliance. If compliance is met through other means, regional BMP scheduling in Dominguez Channel may be pushed back so that regional projects are instead complete by March 2032.

Estimated Cost Summary

Watershed	Analysis Region	BMP	Construction Cost		Annual O&M		Total 20-Year Life-Cycle		Manhattan Beach Portion*	
			Low Cost	High Cost	Low Cost	High Cost	Low Cost	High Cost	Percentage	20-Year-Life-Cycle Avg.
Santa Monica Bay	SMB-5-02	Manhattan Beach Infiltration Trench (Shoreline)	\$3,700,000	\$6,800,000	\$140,000	\$190,000	\$6,500,000	\$11,000,000	100%	\$ 8,750,000
		Distributed Green Streets	\$2,500,000	\$6,500,000	\$110,000	\$220,000	\$4,600,000	\$11,000,000	100%	\$ 7,800,000
	SMB-6-01	Hermosa Beach Infiltration Trench	\$500,000	\$1,100,000	\$18,000	\$32,000	\$860,000	\$1,700,000	3%	\$ 38,400
		Hermosa Beach Greenbelt Infiltration	\$5,500,000	\$8,000,000	\$81,000	\$90,000	\$7,100,000	\$9,800,000	3%	\$ 253,500
		Redondo Beach Park #3	\$1,900,000	\$3,000,000	\$28,000	\$33,000	\$2,500,000	\$3,700,000	3%	\$ 93,000
	Manhattan Beach	Trash exclusion devices	\$590,000	\$1,700,000	\$210,000	\$270,000	\$4,800,000	\$7,100,000	100%	\$ 5,950,000
Dominguez Channel	Dominguez Channel	Powerline Easement Infiltration	\$11,000,000	\$16,000,000	\$160,000	\$180,000	\$14,000,000	\$20,000,000	25%	\$ 4,250,000
		Artesia Blvd Infiltration	\$2,000,000	\$3,100,000	\$30,000	\$35,000	\$2,600,000	\$3,800,000	25%	\$ 800,000
		Distributed Green Streets	\$7,400,000	\$20,000,000	\$330,000	\$670,000	\$14,000,000	\$33,000,000	25%	\$ 5,875,000

*Portions are based on the capture area and location of the projects per the EWMP.

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Stephanie Katsouleas, Public Works Director

Prem Kumar, City Engineer

Mamerto Estepa Jr., Associate Engineer

SUBJECT

Resolution No. 18-0098 Approving Amendment No. 2 with Selbert Perkins Design for Additional Design Services and an Extension on the Terms of Agreement for the Citywide Wayfinding Signage Program and Transfer of \$12,500 from the Unreserved General Fund to the Project Budget (Public Works Director Katsouleas).

a) **ADOPT RESOLUTION NO. 18-0098**

b) **APPROPRIATE FUNDS**

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 18-0098 approving:

1. Amendment No. 2 of the Professional Services Agreement with Selbert Perkins Design for additional design services and an extension of the term of Agreement for the Citywide Wayfinding Signage Program (Attachment 2);
2. A transfer of \$12,500 from the unreserved General Fund balance to the Capital Improvement Project Fund and Appropriate \$12,500 from the Capital Improvement Project Fund for the additional services requested.

FISCAL IMPLICATIONS:

To complete the additional tasks requested by City Council on June 5, 2018, an additional \$12,500 is needed. This includes \$10,000 for additional design services and up to \$2,500 for materials and incidental costs. The appropriation of \$12,500 from the CIP Fund will be offset by a transfer from the unreserved General Fund balance.

BACKGROUND:

Following a comprehensive process in development of the Citywide Wayfinding Signage Program, on June 5, 2018, staff presented the final draft Masterplan inclusive of the Beach Classic theme, along with a prototype sign, for City Council consideration and final approval. At that time, City Council requested that additional design modifications be made (including color and font options) prior to final approval of the design theme and Master Plan, and asked Selbert Perkins to provide a cost estimate and timeline to complete the additional work. Selbert Perkins estimated that the revisions requested would take 4-6 weeks to complete for approximately \$10,000 (plus reimbursable costs). Shortly thereafter, Selbert Perkins submitted a formal proposal formalizing that fee and estimated that an additional \$2,500 would be needed for reimbursable costs, which is anticipated to include additional prototypes.

DISCUSSION:

The new scope of work will include production of foam core signage prototypes/mock-ups for vehicle direction, pedestrian, and overhead street name signs, and an updated phasing and budget plan. The models will demonstrate minor design variations involving colors and fonts used on the signs and assist City Council in finalizing the Citywide Wayfinding Sign Program Master Plan.

This work requires executing a second contract amendment, authorizing additional funds and extending the contract timeline, which expired on June 30, 2018. Please note that the first contract amendment for \$8,624 included support for more community meetings, additional design work on the prototype presented to City Council, and additional staff time for these efforts. The second amendment and additional scope of work are included in Attachment 2.

PUBLIC OUTREACH/INTEREST:

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

ENVIRONMENTAL REVIEW

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW

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

Attachment/Attachments:

1. Resolution No. 18-0098
2. Amendment No. 2 - Selbert Perkins Design
3. Agreement and Amendment - Selbert Perkins Design

RESOLUTION NO. 18-0098

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND SELBERT PERKINS DESIGN FOR ADDITIONAL DESIGN SERVICES AND ALLOCATION OF \$12,500 FROM THE GENERAL FUND TO THE PROJECT BUDGET

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City and Selbert Perkins Design dated July 17, 2018, for additional City design services for the Citywide Wayfinding Sign Program.

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

SECTION 3. The City Council furthermore allocates \$12,500 from the General Fund to fund the additional work.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on July 17, 2018.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND SELBERT PERKINS
DESIGN

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Selbert Perkins Design, a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of July 3, 2018 ("Effective Date").

RECITALS

A. On July 14, 2017, the City and Consultant entered into an agreement for professional services for the Consultant to provide Phase III design services for the Manhattan Beach Community Identification and Wayfinding Signage Program ("Original Agreement"). On March 7, 2018, the Parties entered into Amendment No.1, which added specified services to the Agreement and increased the Maximum Compensation and the maximum allowance for reimbursable expenses. The Original Agreement, as modified by Amendment No. 1, is referred to herein as the Agreement.

B. The Parties now desire to amend the Agreement to allow the Consultant to provide additional specified services to the City, increase the Maximum Compensation and extend the term.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Exhibit A (Scope of Services) of the Agreement is hereby amended to include the additional services described in the Additional Services Agreement dated 07 June 2018, attached hereto and incorporated herein by this reference. If any inconsistency exists or arises between a provision of the Agreement as amended by this Amendment No. 2 and a provision of the Additional Services Agreement, the provisions of this Agreement shall control.

Section 2. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through December 31, 2018, unless sooner terminated as provided in Section 12 of the Agreement.

Section 3. Section 3.A (Compensation) of the Agreement is hereby revised to increase the Maximum Compensation amount by \$10,000, for a new Maximum Compensation of \$ 58,624.

Section 4. Section 3.B (Expenses) of the Agreement is hereby revised to increase the amount available for expense reimbursement by \$2,500. The second sentence of Section 3.B is hereby revised to read as follow: "In no event shall reimbursable expenses collectively exceed the total sum of \$3,776."

Approved for use 04/23/18

12100-0001/2034384v2.doc

Section 5. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

CITY OF MANHATTAN BEACH

SELBERT PERKINS DESIGN

By: _____
Bruce Moe, City Manager

By: Robert Perkins
Its: CEO

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:

Quinn M. Barrow, City Attorney

EXHIBIT A
Additional Services Agreement

selbert perkins design collaborative EXHIBIT A
additional services agreement

07 June 2018

to
Mamerto Estepa Jr.
City of Manhattan Beach
3621 Bell Ave.
Manhattan Beach, CA 90266

project name City of Manhattan Beach,
CA - Signage and Wayfinding
from Clifford Selbert
cc Gretchen Bustillos



SCOPE OF WORK

Additional services:

- Signage color explorations
- Signage font exploration

Deliverables:

- Digitally printed foamcore signage prototypes/mock-ups for vehicle direction, pedestrian direction and overhead street name signs.
- Updated phasing and budget plan

TOTAL: \$10,000 plus expenses

PROJECT EXPENSES/PAYMENT SCHEDULE

Reimbursable expenses such as color copies, materials, travel and related expenses, etc. will be billed additional to the project fee and are estimated at 25% of the total fee.

PAYMENT SCHEDULE

Payment will be billed in monthly increments. Payment is due upon receipt of invoice.

AUTHORIZATION AND ACCEPTANCE

We require your signature in order to begin work. To expedite internal processing, please complete and return the following:

For Selbert Perkins Design
by *Clifford Selbert*
date *6/19/18*

For City of Manhattan Beach
by.....
date.....

432 culver blvd.
playa del rey, ca 90293
T 310.822.5223 F 310.822.5203

los angeles
boston
chicago
shanghai

www.selbertperkins.com

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated July 14, 2017 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Selbert Perkins Design, a California corporation ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide Phase III design services for the Manhattan Beach Community Identification and Wayfinding Signage Program.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Clifford Selbert, Partner (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline, set forth in **Exhibit A**.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

Rev'd 2/20/17

12100-0001\2055640v1.doc

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2018, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor the total sum of \$40,000 (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as **Exhibit A**.

B. Expenses. City shall only reimburse Contractor for those expenses expressly set forth in **Exhibit A**. In no event shall reimbursable expenses collectively exceed the total sum of \$4,000.00.

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold

federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys,

notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense,

defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Contractor's obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the

provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 8 shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

B. Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

C. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 9.

D. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

E. Professional Liability Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

F. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance

Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

G. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

H. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

I. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

J. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

K. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

L. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

M. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to

City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

N. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

O. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall

Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. If the City Manager or his delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: Edward Kao
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5358
Email: ekao@citymb.info

If to Contractor:
Clifford Selbert
Selbert Perkins Design
432 Culver Boulevard
Playa del Rey, California 90293
(310) 822-5223

With a courtesy copy to:

Quinn M. Barrow, City Attorney

1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@citymb.info

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra

compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, sub-contractors 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 City for any defect or error in the work prepared by Contractor, its employees, sub-contractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed 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 Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor'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.

23. Exhibits. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees, experts' fees, and other costs, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

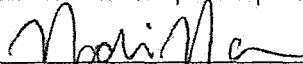
33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

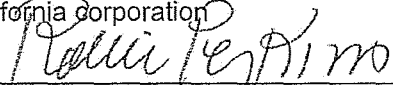
City:

City of Manhattan Beach,
a California municipal corporation

By: 
Name: Nadine Nader
Title: Asst. City Manager


Contractor:

Selbert Perkins Design,
a California corporation

By: 
Name: Robin Perkins
Title: Partner

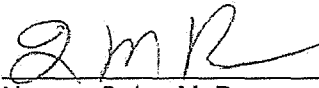
ATTEST:

By: _____
Name: _____
Title: _____


By: 
Name: Liza Tamura
Title: City Clerk

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

APPROVED AS TO FORM:

By: 
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: 
Name: Bruce Moe
Title: Finance Director

**EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE**

16 June 2017

Edward Kao
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach
CA 90266



re: City of Manhattan Beach Community Identification and Wayfinding Signage Program

Dear Ed:

Thank you for the opportunity to submit our revised proposal for the next phase of the City of Manhattan Beach Community Identification and Wayfinding Signage Program.

We look forward to continuing our collaboration with the City of Manhattan Beach to create a meaningful and appropriate sign program to reinforce and enhance the character of Manhattan Beach.

Sincerely,

Clifford Selbert
Partner

* Please note that our overall insurance coverage (page 7) is \$12,000,000.

432 culver blvd.
playa del rey, ca 90293
F 310.822.5223 | F 310.822.5203

los angeles
boston
chicago
shanghai

www.selbertperkins.com

PHASE III A: DESIGN DEVELOPMENT

(2) Meetings/Presentations with City team in Manhattan Beach

(1) Presentation to City Council

Teleconferences, as needed

Schedule: 4 weeks

1. Confirm approved design approach and Master Plan elements based on previous comments and direction received from City Council.
2. Review precedent studies for similar communities.
3. Refine the design and renderings for review and approval by the Manhattan Beach City team.
4. Review and update proposed sign location plans and quantities.
5. Develop preliminary message schedule to ensure revised designs reflect existing and future city needs.
6. Prepare preliminary wayfinding map.
7. Prepare and present the updated Master Plan to City Council.

Phase III A deliverables: hard copy and uploaded digital file:

- Design Development package with general specifications for approved elements
- Updated Master Plan
- Precedent studies
- Updated location plans
- Preliminary message schedule
- Updated quantities and cost estimates
- Preliminary wayfinding map
- Minutes from meetings and teleconferences

PHASE III B: DESIGN INTENT

(2) Meetings/Presentations with City team in Manhattan Beach

(1) Final Presentation to City Council

Teleconferences, as needed

Schedule: 4 weeks

1. Based on City Council review and approval, develop the following items:
 - a. Final Design Development of Community Identity & Wayfinding elements for cost estimates
 - b. Revised location plans, quantities, & cost estimates for Community Identity & Wayfinding elements, specs
 - c. Final design for city wayfinding map
 - d. Phasing plan for project implementation
 - e. Final design of approved project elements
2. Review the schedule of planned City construction and development projects, to identify the best opportunities for implementation within existing projects.
3. Confirm Master Plan components for implementation.

Phase III B deliverables: hard copy and uploaded digital file:

- Final Master Plan
- Final design of approved elements
- Revised location plans
- Revised quantities and cost estimates
- Final map
- Phasing plan for implementation
- Minutes from meetings and teleconferences

fee proposal

PHASE	SCHEDULE	FEE
Phase III A: Design Development	4 weeks	\$20,000 + \$2,000 (expenses)
Phase III B: Design Intent	4 weeks	\$20,000 + \$2,000 (expenses)
Phase IV: Implementation		TBD

PROJECT EXPENSES

Project expenses are additional and may include models, color copies, color print-outs, plots, materials, deliveries, etc. and are estimated at 10% of the total fee (\$4,000).

HOURLY RATES

Partner	\$250
Principal	\$200
Design Director	\$175
Project Manager	\$160
Production Manager	\$160
Senior CAD Designer/Designer	\$150
CAD Specialist/Designer	\$135
Designer	\$135
Design Assistant	\$100
Administrative	\$100

PAYMENT SCHEDULE

Payment will be billed in monthly increments. Payment is due upon receipt.

AUTHORIZATION AND ACCEPTANCE

We require your signature and in order to begin work. To expedite internal processing, please complete and return the following:

For Selbert Perkins Design Inc.

For The City of Manhattan Beach

by.....

by.....

date.....

date.....

ADDITIONAL PROJECT SERVICES

The following will be considered additional services. If additional services are required during the project they will be billed at a negotiated fee or at standard hourly rates. Additional services will not be incurred without written client approval.

1. Phase IV Construction Services.
2. GIS-based map denoting locations of each respective sign type
3. Engineering services.
4. Photography, illustration, naming, copywriting/editing, printing, sign fabrication and installation, video production and post-production, additional market research beyond SPD's defined scope of services, focus group coordination, trade mark research, etc.
5. Significant changes and/or revisions in approved design or scope of services.
6. Change orders to any project component(s) after client approval. Preparation of drawings, mechanicals, specifications, addenda, and any other services provided in connection with change orders.
7. Art direction of photography or illustration.
8. Shop visit inspection and review of on-site installation.
9. Production of models or prototypes.
10. Consultants or sub-consultants.
11. Professional Cost Estimating Services.
12. Acquisition of permits and permit documents and any meetings and presentations related to acquisitions of permits.
13. Presentations, interviews, meetings, reviews with governing agencies, local authorities or neighborhood groups related to the project, in addition to any specified in this Scope of Services.
14. More than (3) concept alternatives.
15. More than (1) round of revisions to the chosen design concept. SPD will inform client of each round of design revisions
16. More than (1) final design of all design elements.
17. More than (3) perspective renderings including computer renderings and virtual walk-throughs.
18. Additional meetings beyond what is outlined.
19. Converting/formatting electronic files to conform to client standards.
20. Creation of evacuation maps.
21. Creation of any phone apps, electronic or mobile communications.

terms and conditions

PAYMENT/BILLING

Invoices for services rendered will be submitted in accordance with the project payment schedule, previously outlined. Payment is due upon receipt, unless otherwise agreed to in advance by SPD. If the Client disputes any charges, written notice of such disputed charges must be submitted to SPD within 10 days of receipt of invoice. SPD reserves the right to stop project work, and withhold presentation materials if payments are not received when due. There is a finance charge of 2% a month for overdue invoices.

CANCELLATION/POSTPONEMENT

In the event of the Client's cancellation or postponement of the project while it is in progress, all fees and expenses, incurred in the interest of the project to date of postponement or cancellation shall be paid by the Client within 10 days of the date that notice is given to SPD, unless otherwise agreed to in advance by SPD.

SPD may withdraw from the project at any time for good cause which includes the Client's breach of this agreement, refusal to cooperate with SPD, or failure to pay SPD's fees or expenses according to agreed upon payment terms.

RELEASES

For editorial copy, artwork (including illustration and photography), etc. provided by the Client, and for use rights negotiated by the Client for editorial copy, artwork, talent etc., the Client will indemnify SPD against all claims and expenses, including reasonable attorneys' fees and costs, due to uses for which no release was requested of SPD in writing by the Client or for uses by the Client which exceed the authority granted by a release.

Conversely, for editorial copy, artwork (including illustration and photography), talent etc. provided by SPD, and for use rights negotiated by SPD for editorial copy, artwork, etc., SPD will indemnify the Client against all claims and expenses, including reasonable attorneys' fees and costs, due to uses for which no release was requested of the Client in writing or for uses which exceed the authority granted by a release.

APPROVALS

SPD requires written documentation of All requests for changes, including to designs and copy. Documentation may be in the form of a facsimile or an e-mail. The Client will proofread and approve all final typeset copy before production of mechanicals; review and approve finished mechanicals and artwork before release to printers; and review and approve all design intent and/or construction documents and related sign schedules prior to release to qualified fabricators. The signature of the Client's authorized representative will be conclusive as to the Client's approval of all the above items prior to their release for printing, fabrication or installation.

THIRD PARTY CONTRACTS

When possible, all outside vendors will be contracted directly by the Client and the Client will pay the outside vendor directly for services. When it is not possible for the Client to contract directly with outside vendors, SPD may contract with others to provide creative services such as writing, photography, illustration, media placement, print and audio/video production, and fabrication. The Client agrees to be bound by any terms and conditions, including required credits, with respect to reproduction of such materials as may be imposed on SPD by such third parties and shall pay for the outside vendors' services upon presentation of an invoice. Such payment shall be made by the Client either to the outside vendor or directly to SPD, at SPD's option. Usage rights for photography and illustration will be negotiated with vendors by the Client directly.

ESTIMATES

SPD has no direct control over printing and fabrication costs or vendors' prices. Cost estimates are made by SPD on the basis of preliminary specifications and SPD cannot and does not guarantee that vendors' proposals and bids of costs will not vary from those estimates.

OWNERSHIP

Upon payment of all amounts owing to SPD, all electronic files generated for the production of this project shall become the property of the Client. SPD retains ownership of all rights, title, and interest, including copyrights, trademarks, and patents related to this project, until all outstanding payments are satisfied in full by the Client. Fees for file copies or additional usages must be negotiated in addition to the above outlined fees.

SAMPLES OF WORK

The Client agrees to furnish SPD with 100 samples of all printed materials without charge. These samples will be used by SPD for publication, exhibition and promotional purposes. SPD retains the right to photograph or otherwise document complete signs or other designs on site following installation.

PROJECT STORAGE

Project and electronic files will be stored at SPD for one (1) year at no cost. However, SPD cannot be held responsible for loss or damage of stored files.

CREDIT

SPD has the right to include a credit line on the completed designs or any visual representations such as drawings, models or photographs and the Client agrees to include this same credit in any publication of the design by the Client. SPD maintains the right to use any samples and/or photographs for publication, exhibition and promotional purposes.

ENFORCEMENT

If SPD incurs attorneys' fees or related costs to enforce this agreement or because of a breach of this agreement by the Client, SPD shall be entitled to recover all of its costs and expenses, including but not limited to, its reasonable attorneys' fees and court costs from the Client.

INDEMNIFICATION

The Client will indemnify and hold harmless SPD, its officers, directors, employees, and agents that have contributed information to or provided services for this project, against any and all direct or indirect losses, claims, demands, expenses (including attorneys' fees and court costs) or liabilities of any kind arising in connection therewith, except for claims found to be gross negligence or a breach of this agreement by SPD.

STATE OF CALIFORNIA

This agreement shall be governed by the laws of the State of California. If either party hereto is a corporation, trust, or general or limited partnership, each individual executing agreements on behalf of such entity represents and warrants that he or she is duly authorized to do so on behalf of said entity. All disputes and matters whatsoever arising under, in connection with or incident to this contract, shall be litigated, if at all, in and before the Los Angeles Superior Court, Central District, for the State of California, United States of America, to the exclusion of all other courts, or, as to those lawsuits as to which the State court of California lacks subject matter jurisdiction, in and before the United States District Court for the Central District of California, Western Division. By executing this contract you submit to exclusive jurisdiction in the State of California, Los Angeles Superior Court, Central Division, or, as to those lawsuits as to which the State of California lacks subject matter jurisdiction, you agree to submit to the exclusive jurisdiction of the United States District Court for the Central District of California, Western Division.

INSURANCE

SPD maintains the insurance coverages and limits outlined below. Additional coverages and limits, if required, shall be at the Client's expense.

a. General Liability	
Each Occurrence	\$1,000,000
Damage To Rented Premises	\$50,000 (each occurrence)
Medical Expense	\$10,000 (any one person)
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Comp/Op Agg.	\$2,000,000
b. Automobile Liability	
Combined Single Limit	\$1,000,000 (each accident)
c. Umbrella Liability	
Each Occurrence	\$10,000,000
Aggregate	\$10,000,000
d. Workers Compensation and Employers' Liability	
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 (each accident)
	\$1,000,000 (disease - each employee)
	\$1,000,000 (disease - policy limit)
e. Professional Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND SELBERT PERKINS
DESIGN

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Selbert Perkins Design, a California corporation ("Contractor") is hereby entered into as of this March 7, 2018 ("Effective Date").

RECITALS

A. On July 14, 2017, the City and Contractor entered into an agreement for professional services for the Contractor to provide Phase III design services for the Manhattan Beach Community Identification and Wayfinding Signage Program ("Agreement");

B. The Parties now desire to amend the Agreement to allow Contractor to provide additional specified services to the City, and to allow the City to provide compensation for the services provided.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Exhibit A (Scope of Services) of the Agreement is hereby amended to include the additional services described in the Additional Services Agreement dated 09 February 2018, attached hereto and incorporated herein by this reference. If any inconsistency exists or arises between a provision of the Agreement as amended by this Amendment No. 1 and a provision of the Additional Services Agreement, the provisions of this Agreement shall control.

Section 2. Section 3.A (Compensation) of the Agreement is hereby revised to increase the Maximum Compensation amount by \$8,624, for a new Maximum Compensation of \$48,624.

Section 3. Section 3.B (Expenses) of the Agreement is hereby revised to decrease the amount available for expense reimbursement by \$2,724. The second sentence of Section 3.B is hereby revised to read as follows: "In no event shall reimbursable expenses collectively exceed the total sum of \$1,276."

Section 4. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

[signatures begin on next page]

CITY OF MANHATTAN BEACH

SELBERT PERKINS DESIGN

By: [Signature]
Bruce Moe, City Manager

By: Ralph Perkins
Its: CEO

ATTEST:

[Signature] 3-7-18
Liza Tamura, City Clerk

APPROVED AS TO FORM:

[Signature]
Quinn M. Barrow, City Attorney

APPROVED BY FINANCE DEPARTMENT:

By: [Signature]
Name: ~~Bruce Moe~~ STEVE S. CHARLHAN
Title: Finance Director
INTERIM

selbert perkins design collaborative **Exhibit A**
additional services agreement

09 February 2018

to
 Prem Kumar
 City of Manhattan Beach
 3621 Bell Ave
 Manhattan Beach, CA 90266

project name City of Manhattan Beach,
 CA - Signage and Wayfinding
from Clifford Selbert
cc Gretchen Bustillos

PROJECT ELEMENTS

Selbert Perkins Design has provided the following additional services to the base contract for the City of Manhattan Beach Signage and Wayfinding services.



SCOPE OF WORK

FEE

Additional:

- Signage prototype/mock-up
- Future Meetings
 - North End BID
 - Planning Commission
 - Cultural Arts Commission
 - Downtown Business Professional Association
 - 2 additional meetings with Public Works via teleconference
- Design presentations for future meetings
- Extended Schedule

TOTAL: **\$8,624**

PROJECT EXPENSES/PAYMENT SCHEDULE

Reimbursable expenses such as color copies, materials, travel and related expenses, etc. will be billed additional to the project fee and are estimated at 10% of the total fee.

PAYMENT SCHEDULE

Payment will be billed in monthly increments. Payment is due upon receipt of invoice.

AUTHORIZATION AND ACCEPTANCE

We require your signature in order to begin work. To expedite internal processing, please complete and return the following:

For Selbert Perkins Design

For City of Manhattan Beach

by *Rachel Perkins*

by.....

date *2/12/18*

date.....

432 culver blvd.
 playa del rey, ca 90293
 T 310.822.5223 | F 310.822.5203

los angeles
 boston
 chicago
 shanghai

www.selbertperkins.com

solbert perkins design collaborative

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Stephanie Katsouleas, Director of Public Works

Prem Kumar, City Engineer

Anastasia Seims, Senior Civil Engineer

SUBJECT:

Resolution No. 18-0077 Awarding a Construction Contract to OakWest Services, Inc. for the Veterans Parkway Improvement Project for \$275,230; Resolution No. 18-0078 Approving the Youth Employment Plan for the Los Angeles County Regional Park and Open Space District Grant; and Resolution No. 18-0079 Approving Amendment No. 3 for \$15,500 to David Volz Design, Inc. (DVD) for Construction Support Services (Public Works Director Katsouleas).

ADOPT RESOLUTION NOS. 18-0077, 18-0078 AND 18-0079

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Resolution No. 18-0077:
 - a. Awarding a construction contract to OakWest Services, Inc. for \$275,230,
 - b. Authorizing the City Manager to execute the contract;
 - c. Authorizing the City Manager to approve additional work, if necessary, for up to \$7,095; and
 - d. Approving the plans and specifications for the Veterans Parkway Improvement Project.
2. Adopt Resolution No. 18-0078 approving the Veterans Parkway Improvement Project Youth Employment Plan for the Los Angeles County Regional Park and Open Space District (District) Grant.
3. Adopt Resolution No. 18-0079 authorizing the City Manager to execute Amendment No. 3 for \$15,500 to the existing professional design services agreement with David Volz Design Landscape Architects, Inc. (DVD) for Construction Support Services.

FISCAL IMPLICATIONS:

This project is included in the previously approved Capital Improvement Program and has \$297,825 in District grant funds available for implementation. The construction phase of the project is fully funded by the grant as directed by City Council on May 16, 2017. Included is an attachment of the Budget and Expenditure Summary for the project.

BACKGROUND:

Veterans Parkway is an important community asset that functions as a passive, tranquil parkway. To ensure that efforts to maintain and improve Veterans Parkway are implemented in an effective manner, City Council approved the Veterans Parkway Landscape Master Plan Guidelines on June 25, 2013.

On September 10, 2013, City Council endorsed the City’s application for competitive funding for landscape improvements to Veterans Parkway through the 2013 Competitive Trails Grant, which was made available by Los Angeles County Supervisor Don Knabe’s office. In June 2014, the City entered into an Agreement with the District after receiving notification that it had been awarded a \$297,825 grant for the landscape improvements proposed. Once the District Agreement was fully executed, staff undertook a competitive process and ultimately selected David Voltz Design, Inc; (DVD) to assist with the landscape design for Veteran’s Parkway. On August 4, 2015, City Council approved a consultant agreement for \$31,912 with DVD.

Based on the Veteran’s Parkway Master Plan Guidelines adopted in 2013, preliminary design improvements were presented to City Council on June 21, 2016. Following that presentation, a series of meetings were held with stakeholders to review the preliminary designs and suggest modifications to be incorporated into the final design elements, which were ultimately approved by City Council on May 16, 2017.

DISCUSSION:

Construction Bid Proposals

Bids for the Veterans Parkway Improvement Project were solicited on a competitive basis in accordance with the provisions of the California Public Contract Code. The project was advertised for bid in the City’s publisher of record (Beach Reporter), in several construction industry publications and was listed on the City’s website and BidSync (online service that connects vendors, suppliers and contractors to government procurement opportunities). A total of three (3) competitive bids were received and opened on May 22, 2018. The results of the Base Bid and Additives are as follows:

<u>Contractor</u>	<u>Total Submitted Base Bid Amount</u>	<u>Total Submitted Base Bid Plus Additive E</u>	<u>Total Submitted Base Bid Plus All Additives (C, D, E)</u>
OakWest Services, Inc. Anaheim, CA	\$171,026.49	\$275,230.56	\$294,961.16
YAKAR	\$190,495.00	\$302,392.00	\$378,902.00

Covina, CA

KASA Construction, Inc Chino, CA	\$237,173.00	\$340,562.00	\$384,696.00
-------------------------------------	--------------	--------------	--------------

Staff reviewed OakWest Services, Inc.'s (OakWest) contractor license and found it to be in order. Additionally, references indicate OakWest has the knowledge and capability to complete the work in a timely and acceptable manner.

After analyzing all bid packets for arithmetical errors, completeness, accuracy, etc., OakWest's bid package contained minor arithmetical errors amounting to a 0.0007% variance from its submitted bid. Further, it did not include additional evidence indicating the capacity of the person(s) signing the Bid to bind the Bidder. In consultation with the City Attorney's Office regarding OakWest's late submittal of evidence indicating the capacity of the person(s) signing the Bid to bind the Bidder, it was determined that the variance shown on OakWest's bid packet and late submittal of evidence are both immaterial deviations for the purposes of considering its bid as responsive. Additionally, per the specifications, in cases of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. Therefore, for the purposes of determining the lowest responsible bidder based on the calculated rather than submitted subtotals, the total base bid amount is \$171,025.26 (a \$1.23 difference), and the total bid amount inclusive of Additive Bid E, based on the calculated rather than submitted subtotals, is \$275,229.27 (a \$1.29 difference). See attachment of Bid Proposal for the line item detail. Please note that the District grant is only sufficient to complete the Base Bid and Additive Bid E. Therefore, Staff recommends that City Council authorize the City Manager to award a construction contract to OakWest for \$275,230 for the Base Bid and Additive Bid E, which leaves a residual contingency of \$7,095 for additional work if necessary.

The construction is anticipated to start in early September and be completed in November 2018.

Construction Support Services

On August 26, 2015, following a competitive Request for Proposals process, the City Manager executed a design services agreement with DVD for the Veterans Parkway Improvement Project for \$31,912. On December 30, 2016, the City Manager executed Amendment No. 1 to the original Agreement to extend the contract term and added additional services and compensation for \$6,200. On August 24, 2017, the City Manager executed Amendment No. 2 to the original Agreement further extending the term, additional services and compensation by \$11,850.

Due to the project's progression into the construction phase, there is now a need for construction support services for shop drawing review, plant selection confirmation and installation review in accordance with design specifications, etc. DVD submitted a not-to-exceed proposal for \$15,500 to provide these support services during construction for the Veterans Parkway Improvement Project. Staff has reviewed and found the proposal to be reasonable and responsive to the City's current needs for successful implementation. Therefore, staff recommends that City Council authorize the City Manager to execute Amendment No. 3 for these additional support services.

Youth Employment Plan

In order to receive reimbursements from the District grant for this project, a City Council Resolution and Youth Employment Plan must be adopted and submitted to the District identifying the expenditures planned on youth labor. In compliance with the goals of the Youth Employment Plan (YEP), the City's bid Specifications identified a line-item requirement of \$10,000 to hire and utilize youth.

PUBLIC OUTREACH/INTEREST:

Numerous community meetings were held during the development of the Veteran's Parkway Master Plan Guidelines and numerous meeting were also held with key public members in reviewing and developing the preliminary and final design elements and construction plans.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and has determined that the project qualifies for a Categorical Exemption pursuant to Section 15301 (repair and maintenance of existing public facilities, involving negligible or no expansion of use) of the State CEQA Guidelines. A Notice of Exemption was filed with the Los Angeles County Clerk's Office for the Project.

LEGAL REVIEW:

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

ATTACHMENTS:

1. Resolution No. 18-0077
2. Agreement - OakWest Services, Inc.
3. OakWest Services, Inc.'s Bid Proposal
4. Veterans Parkway Improvement - Plans and Specifications (Web-Link Provided)
5. Location Map
6. Resolution No. 18-0078
7. Youth Employment Plan for the Los Angeles County Regional Park and Open Space District Grant
8. Resolution No. 18-0079
9. Amendment No. 3 - David Volz Design Landscape Architects, Inc.
10. Agreement and Amendments - David Volz Design Landscape Architects, Inc.
11. Budget and Expenditures

RESOLUTION NO. 18-0077

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND OAKWEST SERVICES, INC. FOR THE VETERANS PARKWAY IMPROVEMENT PROJECT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the plans and specifications for the Veterans Parkway Improvement Project (“Project”) and approves the Agreement between the City and OakWest Services, Inc. dated July 3, 2018, for the Project.

SECTION 2. The City Manager is hereby authorized to execute a construction contract with OakWest for \$275,230 for the Base Bid and Additive E, and approve additional work, if necessary, for up to \$7,095.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution.

ADOPTED on July 17, 2018.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

CONTRACT

CITY OF MANHATTAN BEACH CONTRACT FOR

VETERANS PARKWAY IMPROVEMENT PROJECT

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2018 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and OakWest Services, Inc., a California Corporation. The Contractor's California State Contractor's license number is 989015.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as Veterans Parkway Improvement Project ("Project"), as described in the Contract Documents.

3. Compensation.

3.1 Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is \$ 275,229.27 [Base Bid and Additive E] ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the Engineer.

3.2 Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 9 of the Standard Specifications, as modified by Section 9 of the General Provisions.

4. Contract Time.

4.1 Initial Notice to Proceed. The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of 50 Working Days. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements and order materials within 10 **Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

4.2 Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

5. Liquidated Damages for Delay and Control of Work.

5.1 Liquidated Damages. The Contractor and the City have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. Early Completion.

6.1 City Not Liable for Contractor Failure to Achieve Early Completion. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the City is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for the Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever.

7. Work after Stop Work Notice. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in the applicable Section of the Special Provisions.

8. Antitrust Claims. In entering into this Contract, the Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions

Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.

9. Prevailing Wages. The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

11. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

12. Authority. Any person executing this Contract on behalf of the Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.

13. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF MANHATTAN BEACH

By: _____
City Manager

ATTEST:

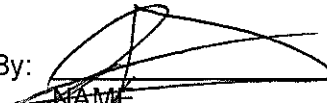
APPROVED AS TO FORM:

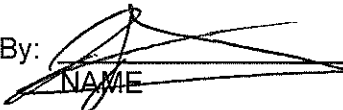
By: _____
City Clerk

By: _____
City Attorney

Dated: _____

Oakwest Services, Inc
("CONTRACTOR")

By:  _____ President
NAME TITLE

By:  _____ Secretary
NAME TITLE

PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED

CITY OF MANHATTAN BEACH

BID SCHEDULE FOR

VETERANS PARKWAY IMPROVEMENT PROJECT

Bidder's Name: Oakwest Services, Inc.

Bidder's Address: 1156 N. Fountain Way Ste F Anaheim CA 92806

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BID ITEMS AS FOLLOWS:

BASE BID

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1	%	Mobilization (5% maximum of Total Bid Price)	LS	1	\$ 10,720	\$ 10,720.03
2		Site Clearing and Demolition	LS	1	\$ 4,945	\$ 4,945.50
3		Earthwork and Site Grading	LS	1	\$ 7,985	\$ 7,985.23
4		Furnish and Install Accent Boulder	EA	15	\$ 868.54	\$ 13,028.10
5		Furnish and Install Flat Boulder	EA	11	\$ 1,064.07	\$ 11,704.77
6		Furnish and Install Round Boulder Group	EA	3	\$ 2,605.62	\$ 7,816.86
7		Furnish and Install Flat Boulder Group	EA	4	\$ 4,256.28	\$ 17,025.12
8	%	Furnish and Install Irrigation	LS	1	\$ 33,979	\$ 33,979.47
9		Soil Preparation and Fine Grading	SF	7,850	\$.61	\$ 4,788.50

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
10		Weed Abatement	SF	7,850	\$.10	\$ 785
11		Furnish and Install Trees: 36" Box	EA	18	\$ 780.77	\$ 14,053.86
12		Furnish and Install Trees: 24" Box	EA	4	\$ 386.09	\$ 1,544.36
13		Furnish and Install Boulder Group Trees: 24" Box	EA	18	\$ 386.09	\$ 6,949.62
14		Furnish and Install 15 Gal. Shrub	EA	35	\$ 133.35	\$ 4,667.25
15		Furnish and Install 5 Gal. Shrub	EA	148	\$ 26.56	\$ 3,930.88
16		Furnish and Install 1 Gal. Shrub	EA	968	\$ 9.96	\$ 9,641.28
17		Furnish and Install Mulch	CY	78	\$ 67.47	\$ 5,262.66
18	Complete	Ninety (90) Day Maintenance	LS	1	\$ 2,198	\$ 2,198.00
19	F	Youth Employment Plan Allowance	LS	1	\$10,000	\$10,000.00
TOTAL BASE BID ITEMS AMOUNT						\$ 171,026.49

BID ADDITIVE C

ITEM NO.		DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
C1	%	Site Clearing & Demolition	LS	1	\$ 270.90	\$ 270.90
C2		Compacted Decomposed Granite Paving	SF	60	\$ 6.11	\$ 366.60
C3		Furnish and Install Benda Board Header	LF	96	\$ 8.93	\$ 857.28

ITEM NO.		DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
C4		Furnish and Install Irrigation	LS	1	\$ 1861.30	\$ 1861.30 11270.40
C5		Soil Preperation and Fine Grading	SF	430	\$.61	\$ 262.30 11311.60
C6		Weed Abatement	SF	430	\$.10	\$ 43.00 11857.28
C7		Furnish and Install Trees: 24" Box	EA	2	\$ 386.09	\$ 772.18
C8		Furnish and Install 15 Gal. Shrub	EA	3	\$ 133.75	\$ 400.05
C9		Furnish and Install 5 Gal. Shrub	EA	30	\$ 26.56	\$ 796.80
C10		Furnish and Install Mulch	CY	5	\$ 67.47	\$ 337.35
C11	Complete	Ninety (90) Day Maintenance	LS	1	\$ 120.40	\$ 120.40
TOTAL BID ADDITIVE C ITEMS AMOUNT						\$ 6,088.16

BID ADDITIVE D

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATE D QUANTITY	UNIT PRICES	EXTENDED AMOUNT
D1	%	Site Clearing & Demolition	LS	1	\$ 636.70	\$ 636.70
D2		Furnish and Install Accent Boulders	EA	3	\$ 868.54	\$ 2,605.62
D3		Furnish and Install Benda Board Header	LF	71	\$ 8.93	\$ 634.03
D4	%	Furnish and Install Irrigation	LS	1	\$ 4,371	\$ 4,371.88
D5		Soil Preperation and Fine Grading	SF	1,010	\$.61	\$ 616.10

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATE D QUANTITY	UNIT PRICES	EXTENDED AMOUNT
D6		Weed Abatement	SF	1,010	\$.10	\$ 101.00 \$ 674.90
D7		Furnish and Install 15 Gal. Shrub	EA	15	\$ 133.35	\$ 2,000.25 \$ 2,105.62
D8		Furnish and Install 5 Gal. Shrub	EA	55	\$ 26.56	\$ 1,460.80
D9		Furnish and Install 1 Gal. Shrub	EA	26	\$ 9.96	\$ 258.96
D10		Furnish and Install Mulch	CY	10	\$ 67.47	\$ 674.70
D11	Complete	Ninety (90) Day Maintenance	LS	1	\$ 282.80	\$ 282.80
TOTAL BID ADDITIVE D ITEMS AMOUNT						\$ 13,642.44

BID ADDITIVE E

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
E1	%	Site Clearing & Demolition	LS	1	\$ 5,355	\$ 5,355
E2		Curb Ramp	EA	1	\$ 4,853	\$ 4,853
E3		Furnish and Install Accent Boulders	EA	3	\$ 868.54	\$ 2,605.62
E4		Compacted Decomposed Granite Paving	SF	1,869	\$ 6.11	\$ 11,419.59
E5		Furnish and Install Benda Board Header	LF	368	\$ 8.93	\$ 3,286.24
E6	%	Furnish and Install Irrigation	LS	1	\$ 36,793	\$ 36,793.06
E7		Soil Preperation and Fine Grading	SF	8,500	\$.61	\$ 5,185

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
E8		Weed Abatement	SF	8,500	\$.10	\$ 850.00
E9		Furnish and Install Trees: 36" Box	EA	7	\$ 780.77	\$ 5,465.39
E10		Furnish and Install 15 Gal. Shrub	EA	80	\$ 133.35	\$ 10,668.00
E11		Furnish and Install 5 Gal. Shrub	EA	432	\$ 26.56	\$ 11,473.92
E12		Furnish and Install 1 Gal. Shrub	EA	43	\$ 9.96	\$ 428.28
E13		Furnish and Install Mulch	CY	51	\$ 67.47	\$ 3,440.97
E14	Complete	Ninety (90) Day Maintenance	LS	1	\$ 2,380	\$ 2,380.00
TOTAL BID ADDITIVE E ITEMS AMOUNT						\$ 104,204.07

NOTE: Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) and final pay (F) quantities. (S) denotes a specialty item. (F) and (S) will be specified in the "Code" Column. (NTE) denotes Not To Exceed. The Bid Price shall include, but not limited to, sales tax and all other applicable taxes and fees. See also Section 9-2 of the General Provisions.

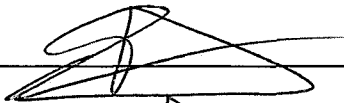
NOTE: Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change as referenced in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BASE BID AND BID ADDITIVES C, D, AND E PRICE IN DIGITS:
\$ 294,961.15

TOTAL BASE BID AND BID ADDITIVES C, D, AND E PRICE IN WORDS:
Two Hundred and Ninety Four thousand Nine Hundred and Sixty One 15/100

The undersigned certifies to have a minimum of three consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License

Number 989015, Class A, B, C-LT, which expires on 12/31/19.

Signature: 

Title: President Date: 5/21/18

Signature: 

Title: Secretary Date: 5/21/18

BIDDER'S PROPOSAL – CONTRACTOR'S STATEMENT

VETERANS PARKWAY IMPROVEMENT PROJECT

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: Oakwest Services, Inc.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

- (3) Business Address: 1156 N. Fountain Way Ste. F
- (4) Telephone: (714) 658-2321 Email: juan@oakwestinc.com
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corp.
- (6) Corporation organized under the laws of the State of: CA
- (7) California State Contractor's License Number and Class: 989015 A,B,C-27
Original Date Issued: 12/11/13 Expiration Date: 12/31/19
- (8) DIR Contractor Registration Number: 1000027155
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Efren Torres
- (10) Number of years experience the company has as a contractor in construction work: 11
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
JUAN Pintor TR - President, Secretary
1108 E. Beechwood St. Santa Ana CA 92705
(714) 658-2321
- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
Oak West Landcape

(16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

No

(17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

No

(18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes No
- b. By the owner against you? Circle one: Yes No
- c. By any outside agency or individual for labor compliance?
Circle one: Yes No
- d. By Subcontractors? Circle one: Yes No
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

(19) Has the company or any of its principals ever been debarred by any agencies? Is yes, please explain.

No

(21) For all public agency projects in excess of \$15,000.00 that you are currently working on or have worked on in the past two years, provide the following information:

Project 1 Name/Number City Hall Landscape Renovation
Project Description Planting / Irrigation Upgrades
Approximate Construction Dates From: 10/17 To: 12/17
Agency Name: City of Santa Margarita
Contact Person: Terry Gregory Telephone: (949) 635-1800 ex. 6102
Address: 22112 El Paseo Rancho Santa Margarita CA
Original Contract Amount: \$ 107,000 Final Contract Amount: \$ 115,000

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Extra Work

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number 91 Freeway and State College Medians / Anaheim
Project Description Planting and Irrigation to Center Medians
Approximate Construction Date From: 9/17 To: 10/17
Agency Name: Orange County Sanitation District
Contact Person: Brad Moore Telephone: (657) 237-4987
Address: 10844 Ellis Ave. Fountain Valley CA 92708
Original Contract Amount: \$ 175,000 Final Contract Amount: \$ 175,000

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number Vandenberg Air Force Base Turf Removal

Project Description Demo, Turf Removal, Planting, Irrigation

Approximate Construction Dates From: 12/16 To: 5/17

Agency Name: JF Engineering / Army Core of Engineers

Contact Person: Joe Flores Telephone: (909) 721-7698

Address: 1539 E Grand Ave. Pomona CA 91766

Original Contract Amount: \$ 525,000 Final Contract Amount: \$ 525,000

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number Aliso Creek Turf Removal

Project Description Demo, Turf Removal, Planting, Irrigation

Approximate Construction Dates From: 1/17 To: 7/17

Agency Name: City of Laguna Niguel
Contact Person: Jerry Sollom Telephone: (949) 362-4349
Address: 30111 Crown Valley Parkway
Original Contract Amount: \$ 45,000 Final Contract Amount: \$ 45,000

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number Rio Vista Sunlight Parkway Improvements

Project Description Parkway Landscape Renovations

Approximate Construction Dates From: 2/18 To: present

Agency Name: City of Anaheim

Contact Person: Mike Atkinson Telephone: (714) 765-6907

Address: 400 E. Vermont

Original Contract Amount: \$ 198,000 **Final Contract Amount:** \$ 198,000

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number Willow Park Playground Concrete
Project Description Concrete pad and ADA ramp Installation
Approximate Construction Dates From: 9/1/17 To: 9/15/17
Agency Name: City of Anaheim Parks
Contact Person: Alan Hudatt Telephone: (714) 765-4461
Address: 200 S Anaheim Blvd.
Original Contract Amount: \$ 78,000 Final Contract Amount: \$ 78,000

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

No

Did the Agency file any claims against you? Circle one: Yes

No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

[Continue to Next Page]

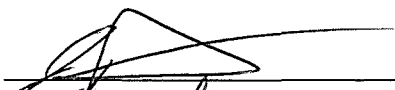
Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

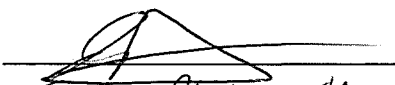
Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

Urban Runoff Certification. The Bidder certifies to the City that he/she has trained his/her employees and Subcontractors, if any, for Urban Runoff management and has included sufficient sums in the Bid Price to cover such costs of training as stipulated in the most current Regional Water Quality Control Board requirements, including the Municipal Separate Storm Sewer System NPDES Permit. The Contractor is responsible for all clean up and payment of all fines levied as a result of any illegal discharge (as defined in NPDES permit) occurring as a result of the Contractor's Work and/or operations.

I, the undersigned, certify and declare that I have read all the foregoing answers to the Bidder's Proposal – Contractor's Statement and know their contents. The matters stated in the Bidder's Proposal – Contractor's Statement answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

Company

Signature: 
Name: JUAN Pinter JA.
Title: President
Date: 5/21/18

Signature: 
Name: JUAN Pinter JA.
Title: Secretary
Date: 5/21/18

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

VETERANS PARKWAY IMPROVEMENT PROJECT

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent of the Contractor's total Bid or \$10,000.00, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

APPENDIX V-16

12100-0001\2054038v7.doc

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

12100-0001\2054038v7.doc

BID BOND

VETERANS PARKWAY IMPROVEMENT PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("Public Agency"), has issued an invitation for Bids for the Work described as follows: Veterans Parkway Improvement Project Bid 1163-18

WHEREAS Oakwest Services Inc., 1108 Beechwood St., Santa Ana, CA 92705

(Name and address of Bidder)

("Principal"), desires to submit a Bid to Public Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and Argonaut Insurance Company

c/o CMGIA-20335 Ventura Blvd., Ste 426, Woodland Hills, CA 91364

(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of Ten Percent of the Greatest Amount Bid Dollars (\$10% of the G.A.B.), being not less than ten percent of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 18th, 2018

"Principal"

"Surety"

Name: Oakwest Services Inc.
Address: 1108 Beechwood St.
Santa Ana, CA 92705
Telephone No.: (714) 658-2321

Company Name: Argonaut Insurance Company
Address: c/o CMGIA-20335 Ventura Blvd., Ste 426
Woodland Hills, CA 91364
Telephone No.: (866) 363-2642

Signature:

Print Name: Juan Pinter TA
Title: President
Date: 5/18/18

Signature: _____
Print Name: Stephanie Hope Shear
Title: Attorney-In-Fact
Date: May 18th, 2018

Signature:

Print Name: Juan Pinter
Title: VP President/Secretary
Date: 5/21/18



NOTE: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

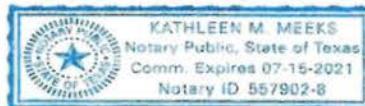
[Handwritten Signature]

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



[Handwritten Signature]

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 18th day of May, 2018.



[Handwritten Signature]

Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On MAY 18 2018 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

VETERANS PARKWAY IMPROVEMENT PROJECT

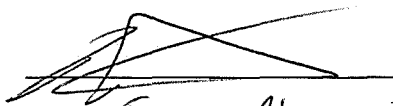
The undersigned declares:

I am the President of Oakwest Services, Inc. the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

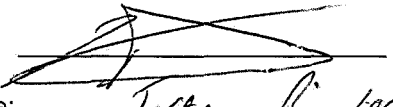
Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 21 [date], at Alhambra [city], CA [state].

Signature: 

Printed Name: Juan P. Alatorre

Date: 5/21/18

Signature: 

Printed Name: Juan P. Alatorre

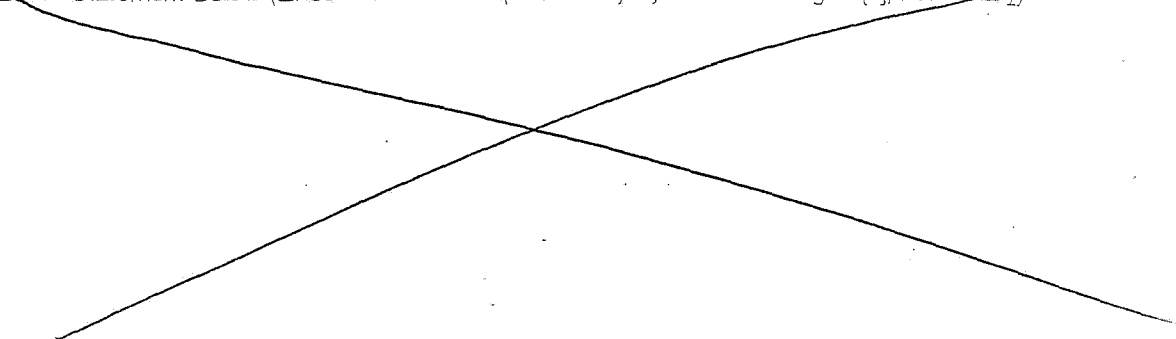
Date: 5/21/18

This form must be notarized.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer(s), not Notary)

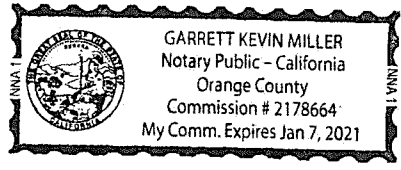


 Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Orange

Subscribed and sworn to (or affirmed) before me
 on this 21st day of May, 2018
 by Juan Pinter Jr.
 (1) _____
 (and (2) _____)



 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document _____
 Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **989015** Entity **CORP**

Business Name **OAKWEST SERVICES INC**

Classification(s) **B C27 A**

Expiration Date **12/31/2019** www.csib.ca.gov



ATTACHMENT 4
Veterans Parkway Improvement Project Plans
and Specifications (Web-Link Provided)

https://www.dropbox.com/sh/6n25gbyshiery1o/AADApkVznw9_bSmrC8Pd7QhHa?dl=0

LOCATION MAP



8: Additive E

12: Additive C

13: Additive D

RESOLUTION NO. 18-0078

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING THE VETERANS PARKWAY IMPROVEMENT PROJECT YOUTH EMPLOYMENT PLAN FOR THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT GRANT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City approved a Youth Employment Plan for the Los Angeles County Regional Park and Open Space District Grant with a goal of employing at-risk youth as defined by Los Angeles County Regional Park and Open Space on Proposition A projects up to a total cost of \$308,860 on June 2, 1998. This goal was established as 10% of the Proposition A fund development in the City of Manhattan Beach.

SECTION 2. Pursuant to and in conjunction with the Youth Employment Plan approved on June 2, 1998, the Los Angeles County Regional Park and Open Space District Grant requires a project-specific Youth Employment Plan for the Veterans Parkway Improvement Project.

SECTION 3. The City Council hereby approves the attached project-specific Veterans Parkway Improvement Project Youth Employment Plan for the Los Angeles County Regional Park and Open Space District Grant.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution.

ADOPTED on July 17, 2018.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

YOUTH EMPLOYMENT PLAN

City of Manhattan Beach Veterans Parkway Improvement Project
Los Angeles County Regional Park and Open Space District Grant

BACKGROUND

The City of Manhattan Beach (City) has a Youth Employment Plan in place with a goal of reaching \$308,860 in expenditures on youth employment. This goal was established as 10% of the Proposition A funded development in the City. The City will continue the Youth Employment Plan until it reaches or exceeds that goal. The Veterans Parkway Improvement Project will be added to the current Youth Employment Plan allocation for development projects in the City.

TASKS THAT MAY BE PERFORMED BY AT-RISK YOUTH

Veterans Parkway Improvement Project

- Removal of landscaping and irrigation
- Cleaning and preparation of site
- Miscellaneous new landscaping and irrigation related work

ESTIMATED COST OF YOUTH EMPLOYMENT

Total estimated cost of youth employment not to exceed: \$10,000

METHOD OF YOUTH EMPLOYMENT

OakWest Services, Inc. will contract with an organization to provide local youth in conformance with the Los Angeles County Regional Park and Open Space District's (District) definition of "at-risk youth" and in conformance with the stated bid.

RESOLUTION NO. 18-0079

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC FOR CONSTRUCTION SUPPORT SERVICES TO ASSIST THE CITY WITH THE VETERANS PARKWAY IMPROVEMENT PROJECT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves Amendment No. 3 to the Agreement between the City and David Volz Design Landscape Architects Inc dated August 26, 2015 as amended by Amendment No. 1 dated December 30, 2016 and Amendment No. 2 dated August 24, 2017, for construction support services to assist the City with the Veterans Parkway Improvement Project (Project).

SECTION 2. Due to the Project's progression into the construction phase, there is now a need for design construction support services for shop drawing review, plant selection confirmation and installation review in accordance with specifications, etc.

SECTION 3. The City Council hereby directs the City Manager to execute Amendment No. 3 with David Volz Design Landscape Architects Inc, in the form attached to the agenda report for this matter and in the amount of \$15,500.

SECTION 4. The City Clerk shall certify to the passage and adoption of the resolution.

ADOPTED on July 17, 2018.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND DAVID VOLZ DESIGN
LANDSCAPE ARCHITECTS, INC.

This Third Amendment ("Amendment No. 3") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and David Volz Design Landscape Architects, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of July ____, 2018 ("Effective Date").

RECITALS

A. On August 26, 2015, the City and Consultant entered into an agreement for professional services for the Consultant to provide landscape architecture and design services for Veteran's Parkway ("Original Agreement");

B. On or about December 30, 2016, the Parties entered into Amendment No. 1 to the Original Agreement, extending the term, adding additional services and increasing the compensation.

C. On or about August 24, 2017, the Parties entered into Amendment No. 2 to the Original Agreement, which further extended the term, added additional services and increased the compensation. The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2 is referred to herein as the Agreement.

D. The Parties now desire to amend the Agreement to extend the term, provide additional specified services to the City, and to allow the City to provide compensation for the services provided.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Consultant shall perform the services described in the fee proposal from Consultant dated May 15, 2018, attached hereto as Exhibit A and incorporated herein by reference, to the full satisfaction of City and pursuant to a timeline directed by the City Manager.

Section 2. The term of the Agreement is hereby extended to December 31, 2019, unless sooner terminated as provided in Section 12 of the Agreement.


Section 3. Section 3 of the Agreement is hereby revised to increase the Maximum Compensation amount by \$15,500, for a new Maximum Compensation of \$65,462. For the services provided pursuant to this Amendment No. 3, compensation shall be provided in accordance with the fee proposal attached hereto as Exhibit A.

Approved for use 04/23/18

Section 4. Except as specifically amended by this Amendment No. 3, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 on the day and year first shown above.

CITY OF MANHATTAN BEACH

 (CONSULTANT)

By: _____
Bruce Moe, City Manager

By: David Volz
Its: President

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:

Quinn M. Barrow, City Attorney

EXHIBIT A
FEE PROPOSAL

[Attach Additional Fee Request prepared by David Volz Design Landscape Architects, Inc. dated May 15, 2018.]

Revised May 15, 2018

www.dvolzdesign.com

Prem Kumar
City Engineer
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

Home Office
151 Kalmus Drive, Suite. M8
Costa Mesa, CA 92626
phone 714.641.1300
fax 714.641.1323

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
phone 760.580.5165
fax 760.564.0369

RE: Proposal to provide landscape architectural design services for Veterans Parkway Construction Period Services

Dear Mr. Kumar,

Construction of the Veterans Parkway improvements will include continued involvement of the community in this final implementation phase of the project. DVD proposes to provide our standard design team construction support services during construction as well as on site community assisted design direction where the community input will influence installation and juxtaposition of the construction elements.

- | | |
|---|---------------------|
| A. Community assisted construction reviews | \$ 5,000 |
| 1) Correspond with community representatives | |
| 2) Coordinate field review during construction (4 on-site meetings anticipated concurrent with construction meetings) | |
| 3) Provide field directives to city project staff for contractor implementation | |
|
B. Construction Period Services |
\$ 8,500 |
| 1) Respond to RFIs | |
| 2) Review contractor submittals | |
| 3) Attend and participate in construction progress meetings (5 on-site construction meetings anticipated) | |
| 4) Prepare field notes and meeting summaries | |
| 5) Attend final walk through and provide punch list | |
|
C. As-Built Plans |
\$ 2,000 |
| 1) Provided as-built plans based upon contractor mark-ups | |

Total proposed Construction Period Services \$ 15,500



Designing Landscapes that Create Community

The city will be billed monthly for the portions of the task that is completed. All remaining fees will be billed at the conclusion of the anticipated 5 month bid and construction period.

The construction of the contemplated improvements to Veterans Parkway will be a great betterment of this important community facility. We look forward to working with you the City, the contractor and the community to implement the projects construction. Should you have any questions, please do not hesitate to call.

Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, L.A. # 2375

LEED Accredited Professional, QSD/QSP

DVD



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated Aug 26, 2015 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and David Volz Design, Inc., a California corporation. City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. 1039-15 on March 31, 2015, seeking proposals for the provision of landscape architecture and design services for Veteran's Parkway as described in the Supervisor Don Knabe 2013 Competitive Grant Program Proposal.

B. Contractor submitted a proposal dated July 2, 2015 ("Contractor's Proposal") in response to the RFP.

C. City desires to utilize the services of Contractor as an independent contractor to provide landscape architecture and design services to prepare plans and specifications for the improvements described in the Supervisor Don Knabe 2013 Competitive Grant Program Proposal.

D. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

E. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in Contractor's Proposal (the "Services"), attached as Exhibit A. City may request, in writing, changes in the Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be David Volz, President (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline, attached hereto as Exhibit C.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2016, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor the total sum of Thirty-One Thousand Nine Hundred Twelve Dollars (\$ 31,912) (the "Maximum Compensation"), as set forth in the Approved Fee Schedule included in Exhibit A.

The City Manager shall have authority to increase the Maximum Compensation by up to twenty percent (20%); any further increase requires City Council approval.

B. Expenses. City shall only reimburse Contractor for those expenses expressly set forth in Exhibit A. In no event shall reimbursable expenses collectively exceed the total sum of Five Hundred Dollars (\$500).

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor

agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees,

subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph B. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate

to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Contractor's obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 8 shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A. 1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the

requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five (5) calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. If the City Manager or his delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three

business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: Karen Domerchie
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5321
Email:

If to Contractor:
David Volz Design
David Volz
151 Kalms Dr., M-8
Costa Mesa, CA 92626

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266
Telephone: (213) 626-8484
Email: qbarrow@citymb.info

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of 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 City shall not constitute, nor be deemed, a release of the responsibility and liability of 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 City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed 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.

23. Exhibits. Exhibits A, B and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive

statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

29. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be awarded actual attorneys' fees together with any costs and expenses in addition to all other relief to which that Party may be entitled.

30. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

31. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

32. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of the

Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.


[SIGNATURE PAGE FOLLOWS]

[Faint handwritten signature in blue ink]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

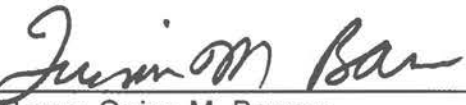
City of Manhattan Beach,
a California municipal corporation

By: 
Name: NADINE NADER
Title: ASSISTANT CITY MGR

ATTEST:

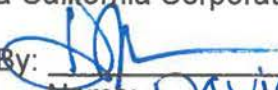
By:  8-26-15
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: 
Name: Quinn M. Barrow
Title: City Attorney

Contractor:

David Volz Design, Inc.,
a California Corporation

By: 
Name: David J. Volz
Title: President

By: 
Name: David J. Volz
Title: Secretary

**EXHIBIT A
SCOPE OF SERVICES**

June 25, 2015
REVISED July 2, 2015

www.dvolzdesign.com

Karen Domerchi
Senior Management Analyst
Department of Public Works
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

Home Office
159 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
phone 714.641.1300
fax 714.641.1323

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
phone 760.580.5165
fax 760.564.0369

RE: Proposal to Provide Landscape Architectural Design Services For Access and Landscape Improvements to the Manhattan Beach Veterans Parkway

Dear Ms. Domerchi,

David Volz Design proposes to provide landscape architectural plans for implementation of the project described in the Supervisor Don Knabe 2013 Competitive Grant Program Proposal. The identified project costs of \$297,825 are to be allocated to the construction of two phases of improvements. The David Volz Design team proposes the following scope of services to prepare plans and specifications for the public bidding of these improvements.

Phase I - Trail Improvements throughout Veterans Parkway

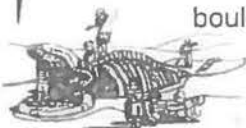
A. Access Improvements

The landscape architects at DVD will work with city staff to identify up to six access points that are in need of improvement. We will be guided by the Veterans Parkway Master Plan Guidelines (VPMG) of June 2013 and identify improvements that are able to be accomplished within the grant budget amount.

- a. Identification of specific work sites for the access improvements.
- b. Construction Documents, layout, construction plan details for stairs, walks, hardscape, landscape and signs.
- c. Construction cost budget estimates
- d. Technical specifications

B. Landscape Features

DVD will work with city staff to identify up to ten sites along the parkway where boulders, safety walls, landscape features and seating areas can be implemented. The



Designing Landscapes that Create Community

VMPG will aid in the identification of improvement areas. The line item grant budget will dictate the extent of the design work.

- a. Identification of specific work sites for improvement
- b. Construction documents, layout and construction plan details for boulders, walks, landscape and seating
- c. Construction cost budget estimates
- d. Technical specifications

C. Shade Tree Installation

Relying heavily on the VPMG, DVD will work with city staff to identify tree types and general locations for tree installation along the length of the parkway. The grant item budget will dictate the extent of the planting operations. Exact location and placement of the trees will be laid out in the field during construction.

- a. Identification of species and general areas of new tree plantings
- b. Construction documents for quantities and size
- c. Construction cost budget estimates
- d. Technical Specifications

Phase II - Access and Trail Improvements to Manhattan Beach Gateway

A. Trail Design Improvements

Designs to enhance safety and better trail access will be put forward by the DVD team. This work could include trail extensions, minor re-routing, and general improvements to the paving and trail edge within the proposed grant budget.

- a. Identification of specific work sites for improvement
- b. Construction documents, layout and construction plan details for boulders, walks, landscape and seating.
- c. Construction cost budget estimates
- d. Technical Specifications

B. Gateway Enhancements

The parkway layout at this intersection will require a bold and dramatic landscape scheme as it is the northern boundary of the civic center corridor. DVD foresees putting forward schematic plans with notable specimen plants, new hardscape improvement, planting and irrigation improvements as well as updated signage.

- a. Identification of landscape design elements for this intersection area improvement
- b. Construction documents for landscape and irrigation
- c. Construction cost budget estimates



d. Technical Specifications

Thank you for the opportunity to propose on this existing parkway improvement work. Should you have any questions please do not hesitate to call.

Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, RLA #2375

LEED Accredited Profession QSD/P



FEE SCHEDULE

**Veterans Parkway
Access & Landscape Improvements**

City of Manhattan Beach

Revised July 2, 2015

David Volz Design proposes the following fee schedule to provide the services identified in this proposal. The tasks listed below are offered at a fixed fee for the design services for identified program elements.

PHASE ONE: TRAIL IMPROVEMENTS

- A. Access improvements
- B. Landscape features
- C. Shade tree installation

PR \$220	LA \$193	PP \$135	CT \$121	AD \$110	Total Hrs	Fee
4	24	20	12	4	64	\$ 10,104
4	24	20	12	2	62	\$ 9,884
2	4	4	2	2	14	\$ 2,214
10	52	44	26	8	140	

PHASE ONE: DESIGN DEVELOPMENT TOTAL \$ 22,202

PHASE TWO: ACCESS AND TRAIL IMPROVEMENTS AT MANHATTAN BEACH BLVD.

- A. Trail design improvements
- B. Gateway enhancements

2	4	4	2	4	16	\$ 2,434
4	16	12	8	2	42	\$ 6,776
6	20	16	10	6	58	

PHASE TWO: CONSTRUCTION DOCUMENT DEVELOPMENT TOTAL \$ 9,210

REIMBURSABLES

Reimbursable expenses, printing, copying, postage, etc.
where identified included in proposed fee.

Estimate \$ 500

TOTAL PROPOSED DESIGN FEE \$ 31,912

ASSUMPTIONS:

1. Design services during construction as needed time & materials to be determined
2. Survey and mapping if needed at Manhattan Beach Boulevard or elsewhere time & materials to be determined.
3. Engineering, geotech, electrical, storm water, or other specialized design service.
4. Base map development or surveying. DVD will work from city record drawings if available.
5. Sign design development, the project signs will be based upon sign guidelines provided by the city.
6. Community outreach or other agency reviews.

EXHIBIT B
INTENTIONALLY LEFT BLANK

**EXHIBIT C
PROJECT TIMELINE**

Preparation of Schematic Design Documents:	August 2015 – September 2015
Preparation of Design Documents:	September 2015 – October 2015
Preparation of Construction Documents:	October 2015 – November 2015
Obtain Permits	December 2015
Bidding Phase for Construction:	January 2016
Construction Phase:	February 2016 – April 2016
Project Complete:	May 2016

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH
AND DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.**

This First Amendment ("Amendment No. 1") to that certain agreement dated August 26, 2015 ("Agreement") by and between the City of Manhattan Beach, a California municipal corporation ("City") and David Volz Design Landscape Architects, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this December 30, 2016 ("Effective Date").

RECITALS

- A. On August 26, 2015, the City and Consultant entered into an agreement for landscape architecture and design services for the Veterans Parkway Improvements project as described in the Supervisor Don Knabe 2013 Competitive Grant Program Proposal;
- B. The City requires additional services from Consultant and Consultant desires to provide the services; and
- C. The Parties now desire to amend the Agreement to allow Consultant to provide specified additional services to the City, and to allow the City to provide compensation for the services provided.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. Consultant shall perform the services described in the fee proposal from Consultant dated July 27, 2016, attached hereto as Exhibit A and incorporated herein by reference, to the full satisfaction of the City and pursuant to a timeline directed by the City Manager.

Section 2. The term of the Agreement is hereby extended through December 31, 2017, unless sooner terminated by the City as provided in Section 12 of the Agreement or extended.


Section 3. The "Maximum Compensation" of \$31,912 specified in Section 3.1 of the Agreement is hereby increased by \$6,200, for a new total of \$38,112. For the services provided pursuant to this Amendment No. 1, compensation shall be provided in accordance with the fee proposal attached hereto as Exhibit A.

Section 4. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

City:

City of Manhattan Beach, a California municipal corporation

By: 
Name: Nadine Nader
Title: Asst City Manager

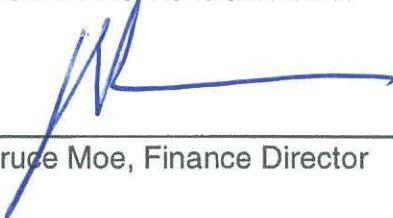
ATTEST:

By:  1-12-17
Liza Tamura, City Clerk

APPROVED AS TO FORM:


By: 
Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

By: 
Bruce Moe, Finance Director

Consultant:

David Volz Design Landscape Architects, Inc., a California corporation

By: 
Name: David Volz
Title: President

By: 
Name: David Volz
Title: Secretary

EXHIBIT A
FEE PROPOSAL

[Attach Additional Fee Request prepared by David Volz Design Landscape Architects, Inc. dated July 27, 2016.]

July 27, 2016

www.dvolzdesign.com

Karen J. Domerchie
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

Home Office
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
phone 714.641.1300
fax 714.641.1323

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
phone 760.580.5165
fax 760.564.0369

RE: Veteran's Parkways - Additional services fee request - Memorial Trail -

Dear Ms. Domerchie:

Per your request, David Volz Design is proposing to provide additional meeting reviews and design services for this project. We understand that one or two meetings with an oversight committee are now needed to adjust the plans and to include new work areas. The work could include new boulder areas, more trees, and other work items not included in the current plan set.

Our team will prepare some plan modifications and new ideas to address the last committee and council concerns. We will be ready to show these changes with the committee at the meeting scheduled for two weeks from now. Following the meeting we will prepare new drawings and specifications, update the cost estimate, and resubmit a new bid package for review. We anticipate a final review meeting about three to four weeks after receiving new direction from the committee.

As the extent of the design services is not known at this time, DVD proposes a time and materials fee for the preparation work, committee meeting time and response, drawings and spec updates and review and revisions for final approval. We propose a fee budget of \$6,200 approximately 40 hours of professional time to complete these tasks.

Should you have any questions or comments about this proposed additional service amendment, please do not hesitate to call.

Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, L.A. # 2375

LEED Accredited Professional, QSD/QSP



Designing Landscapes that Create Community

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH
AND DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.**

This Amendment ("Amendment") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and David Volz Design Landscape Architects, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this August 24 2017 ("Effective Date").

RECITALS

- A. On August 26, 2015, the City and Consultant entered into an agreement for landscape architecture and design services for the Veterans Parkway Improvements project as described in the Supervisor Don Knabe 2013 Competitive Grant Program Proposal ("Original Agreement");
- B. On or about December 30, 2016, the Parties entered into Amendment No. 1 to the Original Agreement. The Original Agreement, as amended by Amendment No. 1 is referred to herein as the Agreement.
- C. On July 31, 2017, in response to a request from City for additional design services, Consultant submitted a proposal for an amendment in the amount of \$11,850.
- D. The Parties now desire to amend the Agreement to allow Consultant to provide additional specified services to the City, and to allow the City to provide compensation for the services provided.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. Consultant shall perform the services described in the fee proposal from Consultant dated July 31, 2017, attached hereto as Exhibit A and incorporated herein by reference, to the full satisfaction of City and pursuant to a timeline directed by the City Manager.

Section 2. The term of the Agreement is hereby extended to December 31, 2018, unless earlier terminated as provided in Section 12 of the Agreement.

Section 3. The "Maximum Compensation" of \$38,112 specified in Section 3 of the Agreement is hereby increased by \$11,850, for a new total of \$49,962. For the services provided pursuant to this Amendment No. 2, compensation shall be provided in accordance with the fee proposal attached hereto as Exhibit A.

Section 4. Except as specifically amended by this Amendment No. 2, all

other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

City:

City of Manhattan Beach, a California municipal corporation

By: 

Name: Mark Danaj

Title: City Manager

ATTEST:

By:  9-18-17

Liza Tamura, City Clerk

APPROVED AS TO FORM:

By: 

Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

By: 

Bruce Moe, Finance Director

Consultant:

David Volz Design Landscape Architects, Inc., a California corporation

By: 

Name: David Volz

Title: President

By: 

Name: David Volz

Title: Secretary

EXHIBIT A
FEE PROPOSAL

[Attach Additional Fee Request prepared by David Volz Design Landscape Architects, Inc. dated July 31, 2017.]

July 31, 2017

www.dvolzdesign.com

Prem Kumar
City Engineer
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

Home Office
151 Kalmus Drive, Suite. MB
Costa Mesa, CA 92626
phone 714.641.1300
fax 714.641.1323

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
phone 760.580.5165
fax 760.564.0369

RE: Veterans Parkway - Additional services to revise plans

Dear Mr. Kumar,

The City council has directed that changes and revisions be made to the project construction documents. The revisions include reduction in some plan elements, protection of some plants that were to be removed and a strict maximum budget for the project construction. The following redesign services will be undertaken to make the required changes.

- T1- Title Sheet will be updated
- LC-1
 - a) Boulder area to be reduced in size and the number of boulders to be placed will be reduced (only 3 to 4 in each areas)
 - b) Curb ramps and walkway spurs (2) will be bid as additive, alter notes
- LC-2
 - a) Boulder areas will be reduced
- LC-3
 - b) Junipers and mature trees at maintenance parking area to remain
 - c) Improvements at Ardmore Avenue and 15th Street will be removed from plans
 - d) Boulder areas will be reduced
- LC-4
 - a) Manhattan Beach Boulevard plantings will remain
 - b) Boulder areas will be reduced
- LC-5
 - a) Duncan Avenue trail and planters will be an additive alternate bid item
 - b) The City monument sign planter will be an additive alternate bid item
 - c) Boulder areas will be reduced
- LD-1
 - a) Modify construction details



Designing Landscapes that Create Community

LD-2

a) Modify construction details

LI-1

a) Update irrigation plans to comply with new layout

LI-2

a) Update irrigation plans to comply with new layout

LI-3

a) Update irrigation plans to comply with new layout

LI-4

a) Update irrigation plans to comply with new layout

Technical specifications will be required for bidding and construction. The specifications must be direct for the contractor to meet the grant's youth participation requirement. Revisions to the plans will require updated construction budget estimates and revised bid schedule with additive alternates.

The project cost must be below the grant amount of \$297,000 which must also include construction period services and inspection costs.

These revisions will require an additional fee of \$11,850 and approximately 6 weeks to complete. These services will begin upon your notice to proceed. Should you have any questions or comments about these proposed additional services, please do not hesitate to call.

Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, L.A. # 2375

LEED Accredited Professional, QSD/QSP

DVD



ATTACHMENT 11

Veterans Parkway Improvements Project

Construction Phase Budget and Expenditure Summary Report

BUDGET	
Veterans Parkway Improvements Project (15831E) – LA County Regional Park and Open Space District Grant	\$297,825
TOTAL BUDGET	\$297,825
EXPENDITURES	
Professional Design Services Agreement Amendment No. 3: Construction Support Services (David Volz Design Landscape Architects, Inc.)	\$15,500
Construction Contract (OakWest Services, Inc.)	\$275,230
Additional Work - Construction Contingency	\$7,095
TOTAL EXPENDITURES	\$297,825

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Stephanie Katsouleas, Public Works Director

Prem Kumar, City Engineer

Luis Osuna, Senior Civil Engineer

SUBJECT:

Reject the Single Bid Received for Highway Safety Improvement Program Cycle 5 Pedestrian Safety Improvements Project (Public Works Director Katsouleas).

REJECT BID

RECOMMENDATION:

Staff recommends the City Council reject the single bid received for the Highway Safety Improvement Program Cycle 5 Pedestrian Safety Improvements Project and authorize staff to re-bid the work.

FISCAL IMPLICATIONS:

There is no fiscal impact associated with the recommended action.

BACKGROUND:

Over the last several years, Manhattan Beach applied for and received several State and federal grants to improve pedestrian facilities and access throughout the City. Among them is a \$223,300 Federal Highway Safety Improvement Program (HSIP) Cycle 5 grant with \$25,000 required in local matching funds. The work called out in the Cycle 5 grant facilitates pedestrian safety enhancements at 17 different locations citywide. The planned improvements include pedestrian crossings with enhanced signage and markings, installation of bulb outs, flashing beacons at crossings and countdown pedestrian signals at existing traffic signal intersections. On January 24, 2017, the City executed a design services agreement with KOA Corporation (KOA) for the Highway Safety Improvement Program Cycle 5 Pedestrian Safety Improvements Project for \$41,409. KOA finalized the Plans, Specifications and Estimate in January 2018 and

the required Authorization to Proceed (E-76 approval) with construction was obtained from Caltrans on May 2, 2018.

DISCUSSION:

Bids were solicited on a competitive basis in accordance with the provisions of the California Public Contract Code. The project was advertised for bid in the City's publisher of record (Beach Reporter), in several construction industry publications and was listed on the City's website and BidSync (an online service that connects vendors, suppliers and contractors to government procurement opportunities).

Only one competitive bid was received and opened on June 7, 2018, which was for \$719,939 submitted by Palp, Inc., dba Excel Paving Company from Long Beach, California.

The design consultant's Probable Cost Estimate for the HSIP Cycle 5 Project was \$388,197. Since only one bid was received and it nearly twice the original cost estimate, staff recommends that City Council reject the bid and re-bid the project as soon as possible. Staff will conduct broader outreach to the construction community to encourage more firms to bid on this project.

PUBLIC OUTREACH

The School District administrative staff will be updated on the need to re-bid the project as several of the locations are adjacent to schools. Additionally, coordination with all schools impacted by the proposed pedestrian safety improvements will occur during the preconstruction phase of the project.

ENVIRONMENTAL REVIEW

Per the Categorical Exemption / Categorical Exclusion Determination Form on file Caltrans' NEPA Determination per 23 USC 326 is that "The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 77.117(b). As such this project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under the National Environmental Policy Act." This finding has been reaffirmed by the NEPA/CEQA revalidation form received from Caltrans Local Assistance after requesting authorization for construction of this project.

LEGAL REVIEW

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

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Member of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Stephanie Katsouleas, Director of Public Works
Veronica Rodriguez, Public Works Maintenance Manager
Sean Roberts, Public Works Facilities Supervisor
Julie Hegvold, Public Works Senior Analyst
Dana Murray, Environmental Programs Manager

SUBJECT:

Resolution No. 18-0097 Approving the City's Participation in the MSRC Local Government Partnership Program for a Grant Reimbursement of up to \$50,000 for Eligible Clean Air Projects (Public Works Director Katsouleas).

ADOPT RESOLUTION NO. 18-0097

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 18-0097:

1. Acknowledging receipt of the MSRC PowerPoint Presentation on the Program, as required to participate in the Program;
2. Authorizing staff to submit an application for qualifying clean air projects and designate the City Manager or designee as the authorized representative for the City of Manhattan Beach;
3. Authorizing the use of AB 2766 Funds to be used as matching funds, as required, to receive up to \$50,000 in MSRC grant funds; and
4. Authorizing the City Manager or designee to sign all required documents, application, agreements and amendments with the South Coast Air Quality Management District ("SCAQMD") to receive MSRC's Local Government Partnership Program Funds.

FISCAL IMPLICATIONS:

Eligible projects in Manhattan Beach can receive a maximum of \$50,000 in grant funds from the MSRC Local Government Program. The grant requires a 100% match (\$50,000) from the grant

recipient, which Manhattan Beach can provide through available AB2766 Funds.

BACKGROUND:

The MSRC Clean Transportation Program was started over 25 years ago. Since its inception, emissions from motor vehicles are 90% cleaner today and overall air quality has improved measurably within the South Coast AQMD. However, the SCAQMD region still does not meet the current, federally-mandated, air quality standards, and standards for smog-forming pollutants will become even stricter by year 2023. Per the SCAQMD, emissions must be reduced by an additional 75% in order to meet the 2023 federal ozone standard. Consequently, in 2017 the MSRC approved \$21 million for cities and counties within the SCAQMD jurisdiction to invest in local clean vehicle, fuel and transportation projects.

The Program does not require a competitive grant application process, but rather, the MSRC has set aside a pro-rata funding-amount for each city and county to participate. The funding allocation is based upon the amount of AB 2766 Motor Vehicle Subvention Program Funds currently received by each jurisdiction based on population; AB 2766 funds are available for local governments to implement programs that reduce air pollution from vehicles. The City historically receives an annual allocation of approximately \$50,000 from AB 2766, and thus MSRC has reserved reimbursement-based funding of up to \$50,000 for the City of Manhattan Beach.

There are five categories of projects eligible for funding assistance through the MSRC program:

1. Light-duty zero emission vehicle purchases or leases;
2. Medium & heavy-duty zero emission vehicle purchases;
3. Near-zero emission heavy duty alternative fuel vehicle purchases & repowers;
4. Electric vehicle ("EV") charging infrastructure installation; and
5. Alternative fuel refueling infrastructure (new construction or expansion).

DISCUSSION:

Staff has reviewed the Program requirements and determined that two of the City's upcoming planned vehicle purchases are eligible for partial reimbursement under grant guidelines. They include an electrical vehicle for the Public Works Engineering Division and an electric vehicle rover for the Parks and Recreation Department, both of which were recently approved as part of the FY 2018/19 budget. The grant will match 50% of the cost of electric vehicles up to a maximum of \$10,000. Staff has also identified nine (9) locations where up to 28 electric charging stations could be installed with 75% in grant funds and 25% in matching funds (see Attachment 3 - Location Map). They include:

1. Manhattan Heights
2. Parking Lot #2 (12th and Bayview)
3. Parking Lot #4 (Rosecrans and Highland)
4. El Porto Parking Lot
5. Joslyn Center
6. Manhattan Village Field
7. Upper North & Upper South Pier Parking Lots

- 8. Live Oak Park
- 9. Marine Ave Park

The estimated cost and grant reimbursement for these purchases and locations is as follows:

Project/Item	Estimated Cost	Grant Portion (MSRC)	City Match Portion (AB 2766)
Public Works Vehicle	\$35,000	\$10,000	\$25,000
Parks Electric Rover	\$15,000	\$7,500	\$7,500
28 charging stations	\$42,000	\$31,500	\$10,500
TOTAL	\$92,000	\$49,000	\$43,000

Therefore, staff recommends that City Council adopt Resolution No. 18-0097, which:

1. Acknowledges receipt of the MSRC PowerPoint Presentation on the Program (Attachment B), as required to participate in the Program;
2. Authorizes staff to submit an application for qualifying clean air projects and designate the City Manager or designee as the authorized representative for the City of Manhattan Beach;
3. Authorizes the use of AB 2766 Funds to be used as matching funds as required to receive up to \$50,000 in MSRC grant funds; and
4. Authorizes the City Manager or designee to sign all required documents, application, agreements and amendments with the South Coast Air Quality Management District ("SCAQMD") to receive MSRC's Local Government Partnership Program Funds.

Once approved, staff will complete Program Application Process, which is due by August 2, 2018.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed program, and it is exempt from CEQA pursuant to State CEQA Guidelines per Section 15061 (b)(3), the "General Rule" that CEQA only applies to projects that may have an effect on the environment.

LEGAL REVIEW:

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

ATTACHMENTS:

1. Resolution No. 18-0097
2. Proposed Electrical Vehicle Charging Station Locations
3. PowerPoint Presentation (MRSC Program)

RESOLUTION NO. 18-0097

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL
APPROVING PARTICIPATION IN THE STATE OF CALIFORNIA
MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW
COMMITTEE (MSRC) LOCAL GOVERNMENT PARTNERSHIP
PROGRAM AND RECEIPT OF UP TO \$50,000 IN MSRC GRANT
FUNDS

WHEREAS, the Mobile Source Air Pollution Reduction Review Committee (MSRC) has created a new Local Government Partnership Program to emphasize an accelerated transition to zero and near-zero emissions vehicles along with essential supporting infrastructure for jurisdictions within the South Coast Air Quality Management District (SCAQMD); and

WHEREAS, the City of Manhattan Beach is an eligible jurisdiction under the MSRC's Local Government Partnership Program and has been allocated a reserved funding amount of up to \$50,000 in discretionary funds for clean air projects as identified in the South Coast AQMD District's 2016 Air Quality Management Plan;

NOW, THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1.

(a) Acknowledges receipt of the MSRC Local Government Partnership Program PowerPoint Presentation, as required to participate in the Program;

(b) Authorizes staff to submit an application for the qualifying clean air projects as presented at the July 17, 2018 City Council meeting, and designates the City Manager or designee as the authorized representative for the City;

(c) Authorizes the use of AB 2766 Funds for the approved qualifying clean air projects funding match as required to receive up to \$50,000 MRSC Program Grant Funds; and

(d) Authorizes the City Manager or designee to sign all required documents, including the program application, to the South Coast Air Quality Management District ("SCAQMD") to participate in the MSRC's Local Government Partnership Program.

SECTION 2. The City Clerk shall certify to the passage and adoption of this Resolution.

ADOPTED on July 17, 2018.

AYES:
NOES:
ABSENT:
ABSTAIN:

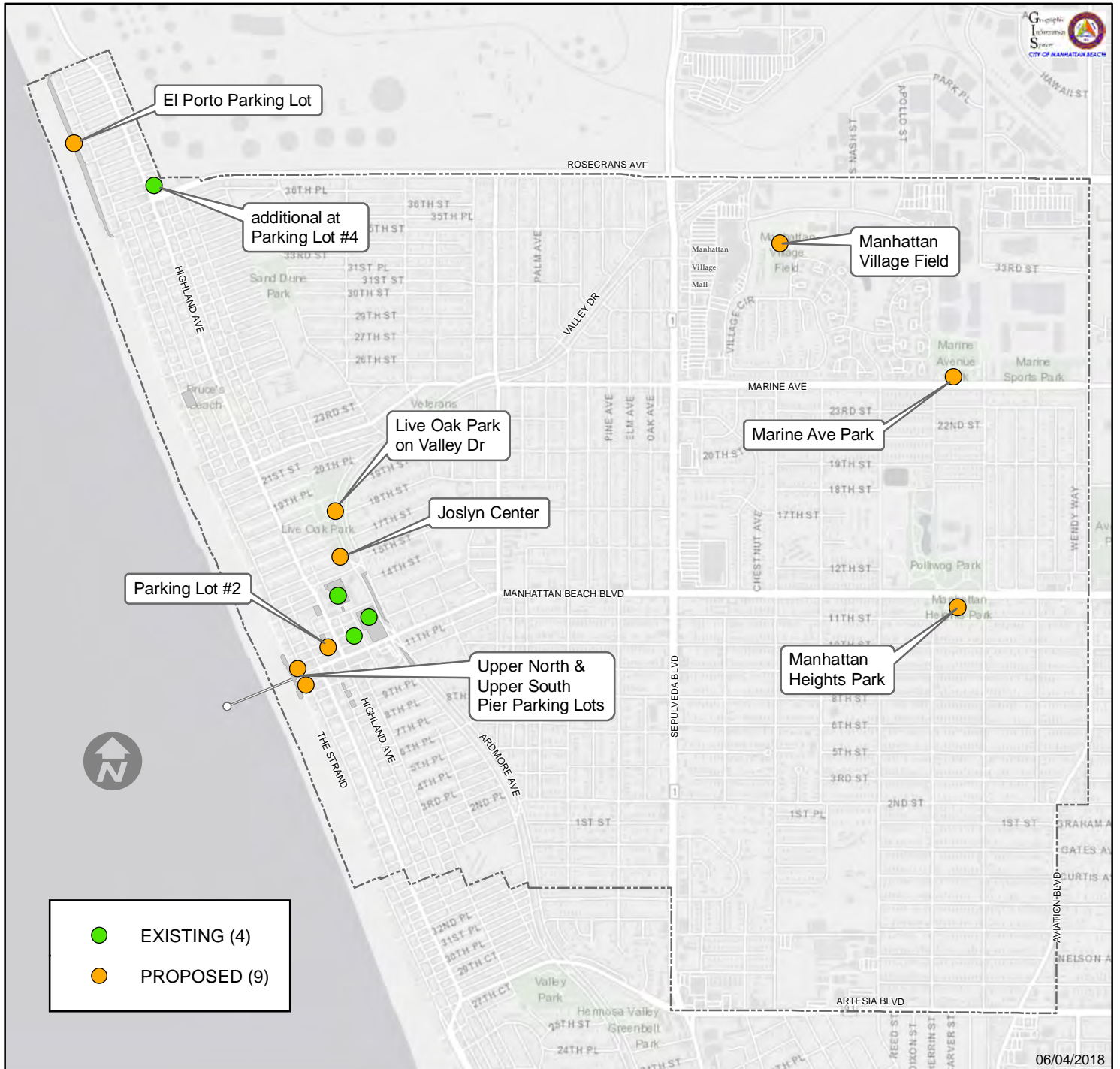
AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

ELECTRIC VEHICLE CHARGING STATIONS

CITY OF MANHATTAN BEACH





LOCAL GOVERNMENT PARTNERSHIP PROGRAM

A Funding Opportunity to Improve Air Quality
in Your Community

Mobile Source Air Pollution Reduction Review Committee, aka “The MSRC”

- The MSRC was Established by the California Legislature in 1990
- Sole Mission is to Invest Funds to Reduce Air Pollution Generated by Mobile Sources (i.e., cars, trucks, buses, etc.)
 - ⇒ *Funds Generated by Surcharge on Motor Vehicle Registrations*
- The MSRC Works Closely with the South Coast Air Quality Management District; However, the MSRC is NOT a Regulatory Agency
 - ⇒ *The MSRC Invests in Clean Air Projects that Support SCAQMD Objectives & Priorities*

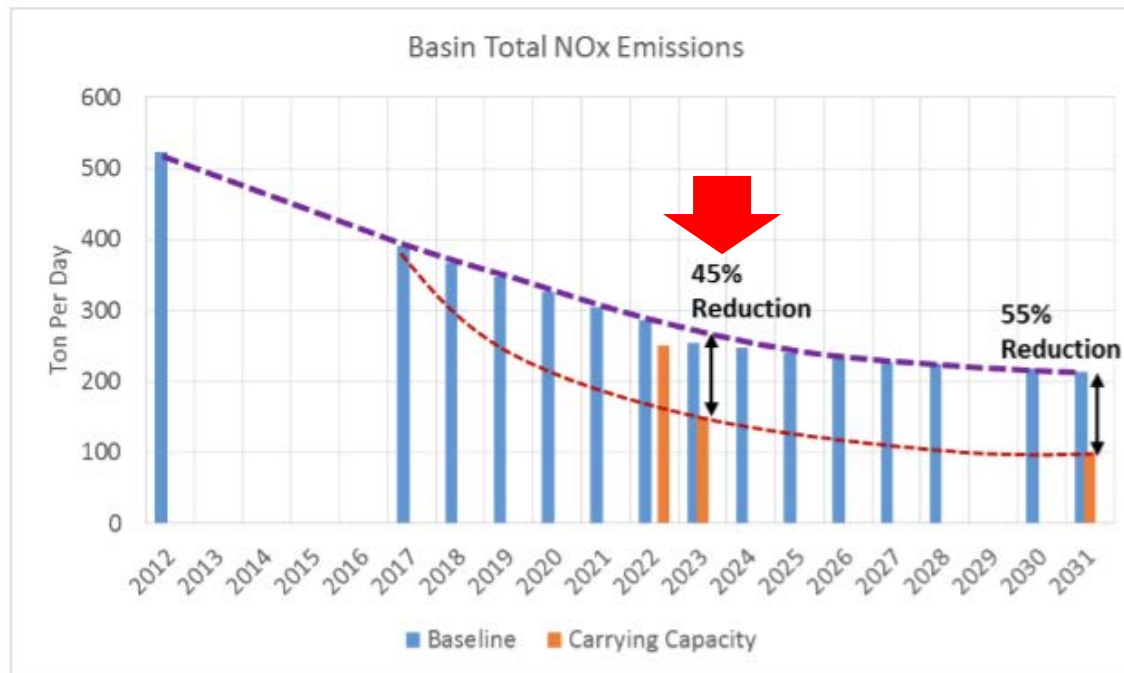
SIGNIFICANT AIR QUALITY CHALLENGES IN OUR REGION...

Standard	Concentration	Classification	Latest Attainment Year
2008 8-hour Ozone	75 ppb	Extreme	2031
2012 Annual PM2.5	12 µg/m ³	Moderate	2021
2006 24-hour PM2.5	35 µg/m ³	Serious	2025
1997 8-hour Ozone	80 ppb	Serious	2019
1979 1-hour Ozone	80 ppb	Extreme	2023

- **ACCORDING TO THE SOUTH COAST AQMD...**

- South Coast Region is EXTREME NON-ATTAINMENT for OZONE
- Ozone Causes RESPIRATORY AILMENTS and is a Primary Component of **SMOG**

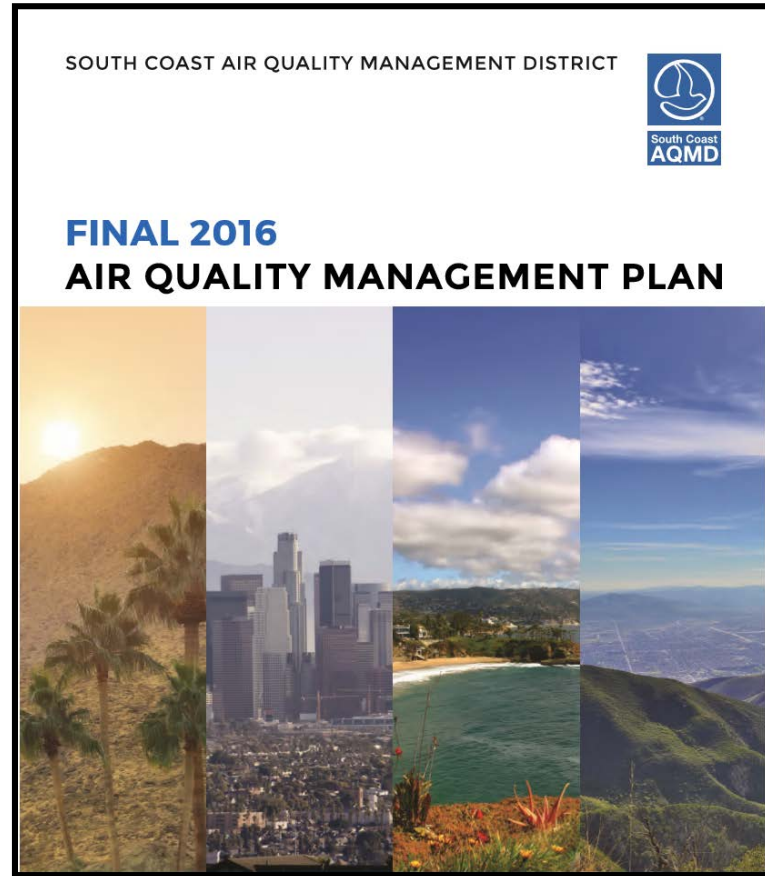
MANDATORY AIR POLLUTION REDUCTIONS ARE NEEDED NOW...



- **NOx** is a Precursor to Ozone (SMOG) Formation...
- *From Today's Levels – NOx Emissions Need to be Reduced 45% by 2023 – That's Only a Few Years Away...*

HOW DO WE REDUCE NO_x EMISSIONS BY 45%?

By Implementing the
Clean Air Measures
Outlined in the South Coast
AQMD's 2016 Air Quality
Management Plan



- **The AQMP is the Roadmap for How to Meet Our Mandated Clean Air Obligations**

THE MSRC IS PARTNERING WITH THE SOUTH COAST AQMD AND WANTS TO PARTNER WITH YOU...

...To Implement High Priority AQMP Strategies

- ✓ AQMP includes Traditional Regulatory Measures & Incentive-based Strategies
- ✓ Incentive-Based Programs will Accelerate the Introduction of Key AQMP Technologies including Zero & Near-Zero Emission Vehicles

The MSRC Has Reserved Incentive Funding for Your Jurisdiction under the Local Government Partnership Program

This is a great opportunity to receive funding to implement projects your jurisdiction needs to be part of our clean air future

Participation is 100% voluntary

Funding is already reserved for your jurisdiction

Please ask your staff to work with the MSRC to develop projects that jumpstart implementation of the AQMP & help improve air quality for all residents

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Steve S. Charelian, Interim Finance Director
Henry Mitzner, Controller

SUBJECT:

Resolution No. 18-0082 Approving the Annual Storm Water Service Fee for Fiscal Year 2018-2019 (Interim Finance Director Charelian).

- a) **CONDUCT PUBLIC HEARING**
 - b) **ADOPT RESOLUTION NO. 18-0082**
-

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing regarding the annual storm water service fee for fiscal year 2018-2019 and adopt Resolution No. 18-0082.

FISCAL IMPLICATIONS:

The storm water fee currently generates approximately \$345,000 annually. As indicated in the adopted 2018-2019 budget, a General Fund subsidy of \$1,248,046 will be required to fund operations of \$905,767 and capital improvements of \$710,000.

The projected cumulative subsidy over the next five years is \$6,273,312. Under present conditions, the General Fund subsidy offsetting Storm Drain deficits will continue indefinitely. As costs escalate due to mandates for clean water and storm water treatment, the General Fund transfers will also grow unless action is taken to increase the fee or alternative revenue sources are identified and approved by voters.

Without additional revenues, Storm Water subsidies will ultimately exhaust the entire General Fund Unreserved Fund Balance and begin consuming Economic Uncertainty Reserves due to the continued subsidies.

BACKGROUND:

The City levies an annual storm water service fee on each parcel of real property in the City. The fee is levied to finance the costs of on-going operations and maintenance of storm water facilities and services. The fee is based on an engineering analysis of the City's storm drain requirements performed in 1996 by an outside engineering group. The typical annual fee is \$19.12 per year per single family residence. The fee has remained unchanged since the passage of Proposition 218 in 1996.

DISCUSSION:

The storm water fee is collected each fiscal year via the County of Los Angeles consolidated property tax bill. The City submits such fees to the County each year by the August due date specified by the County Auditor in order to include the fee on the property tax bills issued in October.

In order to include the fee on the property tax bill, the City Council must hold a public hearing, at which time the City Council considers all objections and protests regarding the proposed levy of the fee for Fiscal Year 2018-19. Assuming there is not a majority protest, the City Council may then adopt resolution No. 18-0082, ordering that the fee be collected for Fiscal Year 2018-19 on the County of Los Angeles tax roll.

PUBLIC OUTREACH/INTEREST:

The notice of this hearing was properly published in *The Beach Reporter* on July 5, 2018 and July 12, 2018.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that there is no possibility that the activity may have a significant effect on the environment; therefore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Resolution for adoption.

Attachment:

1. Resolution No. 18-0082

RESOLUTION NO. 18-0082

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A REPORT IN CONNECTION WITH THE CITY'S STORM WATER SERVICE CHARGE AND ORDERING THAT SUCH CHARGE BE COLLECTED ON THE TAX ROLL

THE MANHATTAN BEACH CITY COUNCIL HEREBY FINDS, DETERMINES, ORDERS AND RESOLVES AS FOLLOWS:

Section 1. Recitals.

A. The City levies an annual storm water service charge (the "Charge") on each parcel of real property in the City. The Charge is levied to finance the costs of on-going operation and maintenance of storm water facilities and services ("Storm Water Services").

B. As authorized by California Health and Safety Code Section 5473, the Charge is collected for each fiscal year on the County of Los Angeles tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

C. A written report (the "Report") has been filed with the City Clerk, containing a description of each parcel of real property receiving Storm Water Services and the amount of the Charge for each parcel for Fiscal Year 2018-19 (commencing July 1, 2018 and ending June 30, 2019). The Report is on file in the office of the City Clerk and incorporated herein by reference.

D. The City Clerk caused notice of a hearing on the Report to be published in The Beach Reporter July 5, 2018 and July 12, 2018.

E. The City Council held a public hearing on the Report on July 17, 2018. At the hearing, the City Council heard and considered all objections and protests, if any, to the Report and all testimony regarding the proposed levy of the Charge for Fiscal Year 2018-19.

Section 2. The City Council hereby overrules any and all objections to the Report; determines that no majority protest against the Report, determined in accordance with Health and Safety Code Section 5473.2, exists; approves and finally adopts the Report as filed; determines that the Charge for Fiscal Year 2018-19 against each parcel described in the Report shall be as described in the Report; and orders that the Charge shall be collected for Fiscal Year 2018-19 on the County of Los Angeles tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

Section 3. The City Clerk is directed to file a copy of the Report, with a statement endorsed on the Report over the City Clerk's signature that the Report has been approved and finally adopted, with the City Treasurer on or before August 10, 2018.

Section 4. The City Clerk is directed to file a copy of the Report, with a statement endorsed on the Report over the City Clerk's signature that the Report has been approved and finally adopted, with the County Auditor of the County of Los Angeles on or before August 10, 2018.

Section 5. The City Clerk is authorized to take such other action as is required to implement this Resolution.

ADOPTED July 17, 2018.

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Anne McIntosh, Community Development Director
Nhung Madrid, Senior Management Analyst

SUBJECT:

Ordinances Nos. 18-0019-U and 18-0019 to Regulate: (a) Banks, Catering Services, Offices, Communication Facilities, Veterinary Services and Optometrists; (b) Retail Store Sales Floor Area; and (c) Second-Floor Outdoor Dining, In the CD Downtown Commercial District, Consistent with the Downtown Specific Plan (Community Development Director McIntosh).

- a) **CONDUCT PUBLIC HEARING**
 - b) **ADOPT URGENCY ORDINANCE NO. 18-0019-U**
 - c) **INTRODUCE ORDINANCE NO. 18-0019**
-

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing;
2. Adopt Urgency Ordinance No. 18-0019-U regulating certain uses in the (CD) Downtown Commercial District to take effect immediately upon adoption, and
3. Introduce Ordinance No. 18-0019, containing the identical Municipal Code regulations contained in Urgency Ordinance No. 18-0019-U.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with the recommended action.

BACKGROUND:

Since mid-July 2014, the City has been studying the Downtown area, and directed staff to draft a Downtown Specific Plan (DTSP). After public hearings before the Planning Commission and the City Council, the City Council adopted the DTSP in December 2016. Staff submitted the DTSP to the California Coastal Commission for certification in March 2017. As of the date of

this staff report, the Coastal Commission has not yet certified the DTSP.

DISCUSSION:

On June 19, 2018, the City Council discussed options for the Downtown area and directed the City Attorney and staff to prepare an ordinance consistent with key regulations from the adopted 2016 Final Downtown Specific Plan. Staff has prepared two ordinances: (1) an urgency ordinance that, if adopted by a 4/5th vote, becomes effective immediately; and (2) a regular ordinance that will require first and second reading and becomes effective 30 days after second reading. The amendments to the Municipal Code are identical in each ordinance and mirror the regulations contained in the DTSP adopted by the City Council.

LAND USE

Both Urgency Ordinance No 18-0019-U (Attachment 1) and Ordinance No. 18-0019 (Attachment 2) contain the following land use regulations (substantially identical to the DTSP) that would apply only to the CD Downtown Commercial Zone:

1) *Ground Floor Uses*

Banks, catering services, and offices would be permitted above the ground floor. These uses would also be permitted if exclusively fronted on an alley, subject to Community Development Director's approval. All other locations for these three uses would require a Use Permit, such as a ground floor space adjacent to a sidewalk. Additionally, communication facilities would only be permitted above the ground floor.

An optometrist, although typically considered an office use, would not be required to obtain a Use Permit if located on a ground floor space adjacent to sidewalks and other pedestrian areas as long as the optometrist has a strong retail component.

2) *Retail Store Sales Floor Area*

A Use Permit would be required for retail with more than 1,600 square feet of sales floor area. Sales floor area excludes rooms or areas that are permanently inaccessible to the public, such as storage rooms, offices associated with the retail tenant, mechanical rooms, bathrooms, and common areas.

3) *Second-Floor Outdoor Dining*

Second-floor outdoor dining on private property would be prohibited. Outdoor dining on balconies projecting over the public right-of-way would also be prohibited.

4) *Veterinary Services*

A new land use, Veterinary Services, would become a permitted use in the Downtown. Veterinary services provide medical treatment for small animals, and overnight boarding only if associated with the on-site veterinary services. Facilities must be entirely enclosed, soundproofed and air-conditioned.

Requiring a Use Permit prior to establishing certain uses is a balanced approach that provides the public, the Planning Commission and City Council an opportunity to consider whether each of the identified uses of land is compatible with surrounding uses and residents on a case-by-case basis, without being overly burdensome to property owners, merchants and developers.

Depending on Coastal Commission action on the DTSP, the City may have to present similar amendments to the City's Local Coastal Program to the Coastal Commission.

POLICY ALTERNATIVES:

ALTERNATIVE #1: Do not adopt the ordinances.

This alternative may lead to conflicts with the community goals identified through extensive public outreach, as well as future General Plan, Zoning Code, Local Coastal Program provisions, and lead to uncertainty if the Coastal Commission further delays taking action on the DTSP.

PUBLIC OUTREACH/INTEREST:

Since 2014, staff has performed extensive outreach and engagement with the community and various stakeholders on all aspects of the Downtown and the Specific Plan project. The City has held six community workshops, seventeen City Council and/or Planning Commission and/or study sessions representing over 100 hours of community engagement throughout the life of the Downtown Project. Tonight's public hearing was duly noticed with a ¼ page display ad in The Beach Reporter (Attachment 3). The Downtown Business and Professional Association and the Chamber of Commerce and other interested parties were notified of tonight's hearings.

ENVIRONMENTAL REVIEW

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that there is no possibility that the activity may have a significant effect on the environment; therefore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW

Government Code Section 36937(b) provides that a City Council may by 4/5th vote, adopt urgency ordinances that take effect immediately. The City Attorney has approved as to form both draft Ordinances.

Attachments:

1. Urgency Ordinance No. 18-0019-U
2. Ordinance No. 18-0019
3. Public Hearing Notice

ORDINANCE NO. 18-0019-U

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH AMENDING MANHATTAN BEACH MUNICIPAL CODE CHAPTER 10.16 TO REGULATE: (A) BANKS, CATERING SERVICES, OFFICES, COMMUNICATION FACILITIES, VETERINARY SERVICES AND OPTOMETRISTS; (B) RETAIL STORE SALES FLOOR AREA; AND (C) SECOND-FLOOR OUTDOOR DINING, IN THE (CD) DOWNTOWN COMMERCIAL DISTRICT, CONSISTENT WITH THE DOWNTOWN SPECIFIC PLAN, AND DECLARING THE URGENCY THEREOF

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 proposed Zoning Code amendments are substantially identical to land use regulations studied in connection with the City Council's adoption of the Downtown Specific Plan (DTSP).

SECTION 2. On July 17, 2018, the City Council conducted a duly noticed public hearing to consider amendments to Title 10 (Planning and Zoning Code) of the Manhattan Beach Municipal Code (MBMC) Zoning Code to implement certain land use regulations contained in the DTSP for the CD Zone regulating: (a) banks, catering services, offices, communication facilities, veterinary services and optometrists; (b) retail store sales floor area; and (c) second-floor outdoor dining.

SECTION 3. Based upon the foregoing, and after receiving the recommendation of the Planning Commission, the City Council hereby amends MBMC Chapter 10.16 (Commercial Districts) to add a new Section 10.16.040 to read as follows:

“10.16.040 Additional land use and development regulations for the CD district in the CD Downtown Commercial District:

A. In addition to the regulations contained in Sections 10.16.020 and 10.16.030, where applicable, the following regulations apply to the following uses:

1. **Banks, Credit Unions, and Savings and Loans; Offices, Business and Professional**

Permitted: Above ground floor.

Permitted with Community Development Director's Approval: If the use exclusively fronts an alley.

Conditionally Permitted with a Use Permit: All other locations.

2. **Communication Facilities**

Permitted: Above ground floor.

3. **Optometrist**

Permitted: Above ground floor.

Permitted with Community Development Director's Approval: Ground floor adjacent to sidewalks and other pedestrian areas provided the Community Development Director finds the optometrist has a substantial retail component.

Conditionally Permitted with a Use Permit: All other locations.

4. **Veterinary Services**

Permitted: Veterinary services, as defined as medical treatment for small animals, provided: (a) overnight boarding is allowed only if associated with the on-site veterinary services and (b) the proposed facilities are entirely enclosed, soundproofed, and air-conditioned.

5. **Second-Floor Outdoor Dining and Outdoor Dining on Balconies Projecting over the Public Right-of-way**

Prohibited.

B. **Retail Store Sales Floor Area.** In addition to any other applicable regulations regulating square footage or retail floor space, a Use Permit is required for the establishment of any retail use proposed to contain more than 1,600 square feet of sales floor area. For the purposes of this Subsection B, "Sales floor area" is defined as the total area of a tenant space, measured from the inside walls, excluding rooms or areas that are permanently inaccessible to the public, including but not limited to storage rooms, offices associated with the retail tenant, mechanical rooms, bathrooms, and common areas shared with other tenants in the building."

SECTION 4. Declaration of Facts Constituting the Urgency. On December 20, 2016, after conducting a duly noticed public hearing and based upon the recommendation of the Planning Commission, the City Council adopted the DTSP for the (CD) Downtown Commercial District. On March 24, 2017, the City transmitted the

DTSP to the California Coastal Commission for certification. As of July 15, 2018, the Coastal Commission had not certified the DTSP. Due to such delay, the City Council finds that property owners are likely to submit applications for land use entitlements for property within the Downtown Area that are inconsistent with and in conflict with the DTSP. Given the uncertainty created by the Coastal Commission's inaction, the City Council finds that this Ordinance is necessary to prevent uses that would conflict with the DTSP. The City Council finds that there is a current and immediate threat to the public health, safety and welfare presented by the establishment of uses on property within the Downtown Area in conflict with the DTSP, and that it is necessary for the immediate preservation of the public peace, health or safety that this ordinance takes effect immediately. The City Council has the authority to adopt an urgency ordinance pursuant to Government Code Sections 36937 and 65858 in order to protect the public health, safety, or welfare.

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. Any provisions of the Manhattan Beach Municipal Code, or appendices thereto, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance, are hereby repealed; and the City Clerk shall make any necessary changes to the Municipal Code for internal consistency.

SECTION 7. 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 Government Code Section 36933.

SECTION 8. In the event the Coastal Commission certifies the DTSP in a manner consistent with the regulations set forth in this Ordinance, the City Council hereby authorizes and directs the City Clerk to remove all duplicative regulations from the Municipal Code.

SECTION 9. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Section 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED July 17, 2018.


AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:



QUINN M. BARROW
City Attorney

ORDINANCE NO. 18-0019

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH AMENDING MANHATTAN BEACH MUNICIPAL CODE CHAPTER 10.16 TO REGULATE: (A) BANKS, CATERING SERVICES, OFFICES, COMMUNICATION FACILITIES, VETERINARY SERVICES AND OPTOMETRISTS; (B) RETAIL STORE SALES FLOOR AREA; AND (C) SECOND-FLOOR OUTDOOR DINING, IN THE (CD) DOWNTOWN COMMERCIAL DISTRICT, CONSISTENT WITH THE DOWNTOWN SPECIFIC PLAN

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 proposed Zoning Code amendments are substantially identical to land use regulations studied in connection with the City Council's adoption of the Downtown Specific Plan (DTSP).

SECTION 2. On December 20, 2016, after conducting a duly noticed public hearing and based upon the recommendation of the Planning Commission, the City Council adopted the DTSP for the (CD) Downtown Commercial District. On March 24, 2017, the City transmitted the DTSP to the California Coastal Commission for certification. As of July 17, 2018, the Coastal Commission had not certified the DTSP.

SECTION 3. On July 17, 2018, the City Council conducted a duly noticed public hearing to consider amendments to Title 10 (Planning and Zoning Code) of the Manhattan Beach Municipal Code (MBMC) Zoning Code to implement certain land use regulations contained in the DTSP for the CD Zone regulating: (a) banks, catering services, offices, communication facilities, veterinary services and optometrists; (b) retail store sales floor area; and (c) second-floor outdoor dining.

SECTION 4. Based upon the foregoing, the City Council hereby amends MBMC Chapter 10.16 (Commercial Districts) to add a new Section 10.16.040 to read as follows:

“10.16.040 Additional land use and development regulations for the CD district.

A. In addition to the regulations contained in Sections 10.16.020 and 10.16.030, where applicable, the following regulations apply to the following uses in the CD Downtown Commercial District:

1. **Banks, Credit Unions, and Savings and Loans; Offices, Business and Professional**

Permitted: Above ground floor.

Permitted with Community Development Director's Approval: If the use exclusively fronts an alley.

Conditionally Permitted with a Use Permit: All other locations.

2. **Communication Facilities**

Permitted: Above ground floor.

3. **Optometrist**

Permitted: Above ground floor.

Permitted with Community Development Director's Approval: Ground floor adjacent to sidewalks and other pedestrian areas provided the Community Development Director finds the optometrist has a substantial retail component.

Conditionally Permitted with a Use Permit: All other locations.

4. **Veterinary Services**

Permitted: Veterinary services, as defined as medical treatment for small animals, provided: (a) overnight boarding is allowed only if associated with the on-site veterinary services and (b) the proposed facilities are entirely enclosed, soundproofed, and air-conditioned.

5. **Second-Floor Outdoor Dining and Outdoor Dining on Balconies Projecting over the Public Right-of-way**

Prohibited.

B. **Retail Store Sales Floor Area.** In addition to any other applicable regulations regulating square footage or retail floor space, a Use Permit is required for the establishment of any retail use proposed to contain more than 1,600 square feet of sales floor area. For the purposes of this Subsection B, "Sales floor area" is defined as the total area of a tenant space, measured from the inside walls, excluding rooms or areas that are permanently inaccessible to the public, including but not limited to storage rooms, offices associated with the retail tenant, mechanical rooms, bathrooms, and common areas shared with other tenants in the building."

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. Any provisions of the Manhattan Beach Municipal Code, or appendices thereto, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance, are hereby repealed; and the City Clerk shall make any necessary changes to the Municipal Code for internal consistency.

SECTION 7. 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.

SECTION 8. In the event the Coastal Commission certifies the DTSP in a manner consistent with the regulations set forth in this Ordinance, the City Council hereby authorizes and directs the City Clerk to remove all duplicative regulations from the Municipal Code.

PASSED, APPROVED AND ADOPTED _____, 2018.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:

QUINN M. BARROW
City Attorney



NOTICE OF A PUBLIC HEARING BEFORE
THE MANHATTAN BEACH CITY COUNCIL
TO CONSIDER URGENCY AND PERMANENT ORDINANCES
FOR ZONING CODE/TEXT AND
LOCAL COASTAL PROGRAM AMENDMENTS
RELATED TO THE DOWNTOWN AREA

A public hearing will be held before the City Council to consider amendments to the Municipal Code and the Local Coastal Program, as described below.

Applicant: City of Manhattan Beach

Filing Date: February 23, 2015

Property Location: Downtown (Downtown Commercial Zone) within the Coastal Zone

Project Description: The proposed amendments are key concepts within the 2016 Final Downtown Specific Plan (DTSP) including, but not limited to: 1- allowing the following uses only above the ground floor with a use permit, or on alley fronts without a use permit: banks, catering establishments, communication facilities and offices (except allowing optometrists); 2- limiting retail to 1,600 square feet of sales floor area; 3- prohibiting second-floor outdoor dining and balconies over the right-of-way; and 4- allowing Veterinary Services. Also considering; limiting individual tenant frontages; façade transparency requirements; elevator height limit exceptions, and non-conforming structure revisions. The Downtown area within the City's Coastal Zone encompasses about 40 blocks, bounded by 15th Street to the north, Ardmore Avenue to the east, 8th, 9th, and 10th Streets to the south, and The Strand to the west. The Amendments to the City's Local Coastal Program (LCP) must be certified by the California Coastal Commission before they take effect. The Urgency Ordinance will take effect immediately upon adoption.

Environmental Determination: In accordance with the provisions of the California Environmental Quality Act (CEQA), the City prepared and certified an Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program as part of the DTSP and LCP Amendments. These proposed Amendments are within the scope of the project that was analyzed and certified with the DTSP and therefore they are covered by that CEQA documentation.

Project Manager: Nhung Madrid, Senior Management Analyst, (310) 802-5540, nmadrid@citymb.info

Public Hearing: City Council Meeting
Tuesday, July 17, 2018 at 6:00 p.m.
Council Chambers, City Hall, 1400 Highland Avenue, Manhattan Beach

Further Information: All interested parties may be heard at the public hearing. For further information contact the project manager. Project files are available for review at the Community Development Department at City Hall. The Staff Report and Ordinance will be available for review at the City Clerk's Office and at the Community Development Department on or before Thursday, July 11, 2018 or on the City's website: <http://www.citymb.info>.

Public Comments: Oral and written testimony will be received during the meeting. Comments received following posting of the Staff Report will be forwarded to the City Council at or prior to the meeting.

If you challenge the proposed actions in court, you may be limited to raising only those issues you or someone else raised at the meeting described in this Notice, or in correspondence delivered to the City Council at, or prior to, the meeting.

Anne McIntosh
Director of Community Development

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Anne McIntosh, Community Development Director
Nhung Madrid, Senior Management Analyst
Rafael Garcia, Assistant Planner

SUBJECT:

Consideration of the Sepulveda Initiatives Planning Project Recommendations (Community Development Director McIntosh).

CONDUCT PUBLIC HEARING AND CONTINUE THE PUBLIC HEARING TO AUGUST 21, 2018

RECOMMENDATION:

Staff recommends that the City Council:

- a) Receive a staff presentation,
- b) Receive public testimony, and
- c) Continue the public hearing to August 21, 2018.

EXECUTIVE SUMMARY:

In September 2017, staff commenced the Sepulveda Initiatives Planning Project. Staff collaborated with a Community Ad Hoc Working Group to formulate recommendations related to height, setbacks, and desirable land uses and features for the Sepulveda Boulevard Corridor. At a future meeting, the City Council will consider adopting an Ordinance amending the Zoning Code to implement a portion of the recommendations of the Working Group (Attachment 1).

FISCAL IMPLICATIONS:

There are no fiscal implications associated with this action.

BACKGROUND:

On July 3, 2018, the City Council opened a public hearing to consider the adoption of an

Ordinance to amend the zoning code and implement the recommendations of the Sepulveda Initiatives Working Group via the Planning Commission.

At this meeting, Council members asked questions and directed staff to do additional research regarding the following:

Mixed-Use with housing and Senior Housing

- More information about nearby mixed-use projects with housing
- Examples of mixed-use sites in other cities that may or may not “work”
- Explain the development standards that would be required for mixed-use/senior housing
- What is the zoning for the residential development in Hermosa Beach - residential or commercial?

Proposed Incentives

- Rationale behind additional height required for hotel development (some information is being provided by the South Bay Board of Realtors)
- Rationale behind continuing or deleting height credit for first level parking
- Daylight planes and how they would apply to building massing
- Request to have example pictures/graphics instead of drawings of what we are trying to show
- Actual height of Crimson Hotel and Hawthorn Suites
- How will leased parking adjacent to property work

Medical Uses

- More analysis of limiting medical offices in other cities, such as the square footage limit in Beverly Hills

Comparison of Working Group, Planning Commission and staff recommendations

- Prepare a matrix showing issue/Ad Hoc recommendation/Planning Commission recommendation, comparison of staff/task force/Planning Commission desirable uses

DISCUSSION:

Due to the agenda packet schedule, there has not been enough time to conduct the research for the items listed above for this meeting. Therefore, staff will present the information that was not covered in detail at the July 3rd City Council meeting and seek direction on some additional issues.

Specifically, at tonight’s meeting staff will:

1. Explain the detailed zoning recommendations;
2. Provide a brief report from the Traffic Engineer regarding the upcoming item on parking code amendments; and
3. Seek City Council direction regarding the list of “desirable uses” as well as the possible inclusion of medical and/or senior housing uses in the ordinance.

The results of the additional research requested by City Councilmembers will be presented at a future City Council meeting. A draft Ordinance reflecting Council direction on a number of items

will be presented for consideration at a future meeting.

Zoning Recommendations

The Working Group discussed developing more flexible development standards in return for desirable uses and features, in an attempt to attract uses and development that was deemed desirable by the group members. In summary, the group generally supported flexible development standards related to parking, height and setbacks as described in further detail below.

Issue #1: Height

The Working Group indicated that the height limit along the corridor was one of the biggest obstacles facing development. The maximum allowed height limit within the General Commercial (CG) zoning district is 30 feet. However, a roof pitch of at least four vertical feet for each 12 lineal feet of roof area is required. If the roof pitch is less, the maximum building height is 22 feet, unless structure parking is provided at or below ground level. This development limits the maximum allowed height for many structures to only 22 feet, in that, much of the development proposed is often times of modern or contemporary architectural design which is characterized by a flat roof design.

Although the proposed amendments allow buildings to be built at a higher height, no additional square footage will be allowed and the maximum allowed square footage will remain the same. In addition, a Use Permit is required in order to take advantage of the height increase incentive, and the applicant would have to demonstrate that no impacts would be generated on the adjacent properties. The ordinance will also include certain criteria that will require project sites to be a minimum depth and square footage in order to qualify to take advantage of the increased height flexibility.

Ad Hoc Working Group Input

- Modifying the height limit to allow contemporary/modern/flat-roof design buildings to be built at 30 feet (i.e. three-story) without the need of a 4:12 roof pitch and without the need to have structure parking at the ground or below ground levels.
- Changing the height limit to allow contemporary/modern/flat-roof design buildings to be built at a height greater than 30 feet (i.e. more than three-story) without the need of a 4:12 roof pitch and without the need to have structure parking at the ground or below ground levels.

Staff's recommendation to the Planning Commission was to allow "opportunity sites" up to 40 feet of building height, plus five additional feet for rooftop mechanical equipment.

The Planning Commission had a split vote on height. Three commissioners did not agree with allowing 40 feet plus five feet as part of the overlay zone, although one of the three thought it could be approved for hotels only. Two commissioners supported the 45 foot height limit for opportunity site projects.

Issue #2: Setbacks

The required setbacks within the CG zone along Sepulveda Boulevard are relatively generous as they currently exist. For conventional setbacks, there are almost no required setback

standards as part of the CG zoning district with the exception of a required 10 foot front yard setback on the west side of Sepulveda Boulevard and a daylight plane requirement that would require increased setbacks for multi-story buildings. However, if mixed-use development is allowed in the CG zoning district, it may benefit from more relaxed setbacks for all residential portions of the development.

Currently, as part of mixed-use projects, the residential standards for the Residential High Density (RH) district and area district in which the site is located apply to a building intended for residential use, and commercial standards apply to a building or portion of a building intended for commercial use. Reduced setback standards would provide additional flexibility for mixed use development if it were allowed within the CG zoning district.

Ad Hoc Working Group Input

- **Daylight Plane Requirement:** Change the daylight plane requirement in order to allow additional flexibility for new commercial or mixed use projects. This additional flexibility will only be eligible for uses/projects that are deemed desirable and within the CG zone along Sepulveda Boulevard. Additional flexibility may be needed if additional height is granted (i.e. greater than 30 feet/three-stories).
- **Conventional Setbacks:** Modify existing setbacks in order to accommodate mixed-use development and provide additional flexibility for all residential portions of a mixed-use project.

The Planning Commission agreed unanimously with the staff recommendation for a 60-degree daylight plane formula for setbacks. A shade/shadow study for these projects would ensure that the setbacks would appropriately limit impacts to height.

Issue #3 - Change of Use

The current zoning ordinance requires a Use Permit for a change of use for a single-use tenant improvement project with more than 5,000 square feet of buildable floor area or more than 10,000 square feet of land area and a Master Use Permit for a change of use for a multiple-use tenant improvement project with more than 5,000 square feet of buildable floor area or more than 10,000 square feet of land area. Staff incorporated a provision within the code amendment (MBMC Section 10.44.040.v.) that will not require a Use Permit or Master Use Permit for a change of use so long as the use is permitted by right and the change of use does not intensify the use or parking as part of the project. No additions in square footage will be allowed as part of this provision. This will allow tenant improvement projects within the overlay involving a change of use to secure needed permits and approvals faster and more efficiently without the need of a Use Permit.

During the Planning Commission meeting on May 23rd staff received comments pertaining to this provision from the public. The public had concerns regarding bars or alcohol establishments being allowed without the need of a Use Permit. However, the provision within the code amendment would not allow any intensification in use or parking associated within this provision. It would only allow a change of use for businesses that are permitted by right by the code (as part of Section 10.16.020) and the change in use cannot involve an intensification in use or parking. Also, no net addition of buildable floor area would be allowed in conjunction with this

provision.

The Planning Commission approved the staff recommendation for change of use in a 5-0 vote.

Use Mix Discussion

Staff would like to receive direction from the City Council regarding the list of desirable uses. In addition, some discussion regarding medical use and senior housing would be helpful. A straw poll could be taken to determine the level of interest in retaining or eliminating, in general, any of the desired uses.

Uses Proposed:

- Hotel
- Mixed-Use (specifically commercial with housing)
- Multi-tenant commercial projects that include any of the following uses:
 - Retail
 - High-end dining
 - Day and nighttime uses
- Senior Housing
- Medical uses (specifically if limits should be placed on medical office)
- Community benefitting uses:
 - Museum
 - Theater

PUBLIC OUTREACH/INTEREST:

Public outreach and engagement has been performed since commencement of the project in September 2017. The City convened five public Ad Hoc Working Group meetings from January to March 2018. All meetings had community members in attendance, and staff created and maintained a dedicated webpage where all project specific information was posted to keep the community apprised of the project details and status. This public hearing was originally scheduled on June 19, 2018 and was noticed in The Beach Reporter on June 7 & 14, 2018. The public hearing was continued to July 3 and was continued again to tonight's meeting.

ENVIRONMENTAL REVIEW

The City has reviewed the recommended changes for compliance with the California Environmental Quality Act (CEQA) and has determined that there is no possibility that an enabling ordinance may have a significant effect on the environment; therefore, pursuant to Section 15061(b)(3) Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary at this time. Depending on City Council direction, additional environmental review may be necessary at a later date (e.g., if the City Council directs staff to draft the ordinance to allow certain uses with a Use Permit).

LEGAL REVIEW

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

Attachments:

1. Ordinance No. 18-0017 (Draft ordinance for discussion purposes)
2. PowerPoint Presentation

ORDINANCE NO. 18-0017

**AN ORDINANCE OF THE CITY OF MANHATTAN BEACH
AMENDING TITLE 10 OF THE MANHATTAN BEACH
MUNICIPAL CODE, RELATED TO COMMERCIAL
DEVELOPMENT STANDARDS WITHIN THE GENERAL
COMMERCIAL (CG) ZONING DISTRICT LOCATED
ALONG SEPULVEDA BOULEVARD**

THE MANHATTAN BEACH CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. On June___, 2018, the Planning Commission conducted a duly noticed public hearing recommended that the City Council adopt text amendments to Title 10 of the Municipal Code to amend the development standards for commercial properties along Sepulveda Boulevard as well as the Zoning Map incorporating the D8-Sepulveda Boulevard Overlay.

SECTION 2. On July 3, 2018 and July 17, 2018, the City Council held a duly noticed public hearing regarding the proposed Zoning Code Amendments.

SECTION 3. The proposed Zoning Code Amendments are consistent with the Manhattan Beach General Plan and implement the following General Plan Goals and Policies:

Land Use Element Goal LU-6: Maintain the viability of the commercial areas of Manhattan Beach.

Land Use Element Policy LU-6.2: Encourage a diverse mix of businesses that support the local tax base, are beneficial to residents, and support the economic needs of the community.

Land Use Element Policy LU-6.3: Recognize the need for a variety of commercial development types and designate areas appropriate for each. Encourage development proposals that meet the intent of these designations.

Land Use Element Policy LU-6.4: Recognize the unique qualities of mixed-use areas and balance the needs of both the commercial and residential uses.

Land Use Element Goal-8: Maintain Sepulveda Boulevard, Rosecrans Avenue, and the commercial areas of Manhattan Village as regional-serving commercial districts.

Land Use Element Policy LU-8.1: Ensure that applicable zoning regulations allow for commercial uses that serve a broad market area, including visitor-serving uses.

SECTION 4. The proposed Amendments have been prepared in accordance with the provisions of Title 7, Division 4, Section 65853, et seq., of the State of California Government Code.

SECTION 5. Municipal Code Section 10.16.020 is hereby amended in its entirety to read as follows:

Section 10.16.020 – CL, CC, CG, CD, CNE districts: land use regulations.

	CL	CC	CG	CD	CNE	Additional Regulations

Nonconforming uses						(H)
Mixed Use	U	-	L-25	U	U	

L-25 Mixed use allowed within the CG district is only allowed within the D8—Sepulveda Boulevard Corridor Overlay.

SECTION 6. Municipal Code Chapter 10.44 is hereby amended in its entirety to read as follows:

"Chapter 10.44 – D Design Overlay District

10.44.010 - Specific purpose and applicability.

The specific purpose of the D design overlay district is to provide a mechanism to establish specific development standards and review procedures for certain areas of the City with unique needs, consistent with General Plan policies. This will ensure that the low-profile image of the community is preserved and neighborhoods protected from adverse effects of noise and traffic. It also will prevent development that may be detrimental to these areas, such as buildings that affect the privacy of adjoining properties or increase shadows.

Eight subdistricts are established:

D1—Rosecrans Avenue, where higher fences in the front-yard setback area are needed to reduce traffic noise;

D2—11th Street, where limitations on building height and density are needed to minimize building bulk and buffer adjoining residences;

D3—Gaslamp neighborhood, where special design standards and review procedures are needed to preserve existing neighborhood character;

D4—Traffic noise impact areas, where higher fences are needed to reduce traffic noise;

D5—North end commercial, where special design standards are needed for the north end commercial area to accommodate additional residential development;

D6—Oak Avenue, where special design standards, landscaping and buffering requirements are needed to allow commercial use of property in a residential area adjacent to Sepulveda Boulevard;

D7—Longfellow Drive area, including residential lots in Tract 14274 located on Longfellow Drive, Ronda Drive, Terraza Place, Duncan Drive and Kuhn Drive, where a special minimum lot area requirement and restriction on subdivision is needed to preserve the character of the neighborhood, including views and privacy, and prevent unwanted impacts from increased traffic, bulk and crowding that would result from increased density.

D8—Sepulveda Boulevard Corridor Overlay, where more flexible development standards are needed in order to continue to promote desirable development, uses and economic vitality within the General Commercial (CG) zone. Only land uses listed as part of Section 10.44.040 (s) are eligible for flexible development standards. All land uses not listed under Section 10.44.040 (s) shall comply with all requirements contained within Chapter 10.16 of this title.

10.44.020 - Zoning map designator and overlay initiation.

- A. The D design overlay district may be combined with any zoning district. Each D overlay district shall be shown on the zoning map by adding a "-D" to the base district designator followed by the appropriate subdistrict number.
- B. A design overlay district may be initiated by the Planning Commission or City Council, or fifty-one percent (51%) of the property owners in the proposed overlay area and otherwise in accordance with applicable materials within Chapter 10.96, Amendments.

(Ord. No. 1832, Amended, 01/17/91; Ord. No. 1838, Renumbered, 07/05/91; Ord. No. 1891, Amended, 01/06/94)

10.44.030 - Land use and development regulations.

The land-use and development regulations applicable in a D district shall be as prescribed for the base zoning district with which it is combined unless modified by another overlay district, provided that the requirements of the schedule on the following page shall be in addition and shall govern where conflicts arise. The individual columns of the schedule prescribe basic requirements for each subdistrict; letters in parentheses or superscript refer to additional regulations following the schedule with cross-references as appropriate to other sections of this title.

(Ord. No. 1832, Amended, 01/17/91; Ord. No. 1838, Renumbered, 07/05/91)

10.44.040 - Building permits to conform to overlay district regulations.

Applications for building permits for projects within a D overlay district shall be accepted only if project plans are consistent with the development regulations of this chapter and with all other applicable requirements of this Code. The regulations imposed by this section shall apply to any new structures or improvements, intensification of use, or enlargement of an existing structure.

D DESIGN OVERLAY DISTRICT: DEVELOPMENT REGULATIONS	
D1—Rosecrans west of Laurel Avenue	D5—North End Commercial
D2—11th and Aviation Boulevard	D6—Oak Avenue Overlay
D3—Gaslamp Neighborhood	D7—Longfellow Drive Area Overlay
D4—Traffic Noise Impact Areas	D8—Sepulveda Boulevard Corridor Overlay

Subdistricts	D-1	D-2	D-3	D-4	D-5	D-6	D-7	D-8
Minimum Site Area	-	-	-	-	-	(o)		-
Minimum Lot Area							(q)	-
Maximum Building Height (ft.)	-	26	26 (c)	-	30 (g)	26		(s)
Minimum Lot Area per Dwelling Unit (sq. ft.)	-	1,800	-	-	-	-		-
Maximum Fence Height (ft.)	6 (a)	-	-	8 (b)	-	-		-
Public Hearing and Environmental Review	-	-	(d)	-	-	-		-
Landscaped Buffer Adjacent to Street (Required width in ft.)	-	-	-	-	(k)	5 (m)		-
Minimum Front Setback, Upper Story (ft.)	-	-	(e)	-	(h)	-		-
Minimum Side Setback (ft.)	-	-	-	-	-	5		-
Required Roof Design	-	-	(f)	-	-	(f)		(s)
Required Building Design	-	-	-	-	-	(n)		-
Vehicular Access	-	-	-	-	(i)	(m)		-
Reduced Parking	-	-	-	-	(j)	-		-
Use Permit Required	-	-	-	-				(v)
Body Art Studios	-	-	-	-	-	(r)	-	-

D DESIGN OVERLAY DISTRICT: DEVELOPMENT REGULATIONS ADDITIONAL REQUIREMENTS

- a. A six-foot (6') fence shall be set back three feet (3') from a front or street side property line and twenty feet (20') from a driveway crossing a public sidewalk.
- b. Increased fence height is permitted for the following areas: (1) Wendy Way between Marine Avenue and 12th Street: Eight feet (8') in rear yard; (2) Marine Avenue between Meadows and Cedar Avenue: Eight feet (8') in rear yard; (3) Marine Avenue between Pacific Avenue and Sepulveda Boulevard: Eight feet (8') in rear or side yards fronting Marine Avenue.
- c. No building shall exceed two (2) stories.
- d. Required for demolition of dwellings or accessory buildings located on a site with two (2) or more lots. No demolition permit may be issued until an environmental assessment is complete and the Planning Commission or Board of Zoning Adjustment has held a public hearing. Notice shall be sent ten (10) days prior to the hearing to all property owners within five hundred feet (500') of the project site.
- e. Minimum depth: Ten percent (10%) of the buildable depth of the lot;
Minimum area: Ten (10) times the lot width in square feet;
Exceptions: One (1) architectural projection no more than eight feet (8') wide may extend four feet (4') into the setback area, and eaves may project four feet (4') into the setback area.
- f. A minimum roof pitch of a three-foot (3') rise in twelve feet (12') of run is required unless the building does not exceed twenty-two feet (22') in height.
- g. No increase over the maximum building height measured from the street property line is permitted for buildings fronting on Highland Avenue, and the twenty percent (20%) allowance of Section 10.60.050(B) does not apply in this subdistrict.
- h. The third story shall be set back ten feet (10') from the front setback line.
- i. Residential projects on the west side of Highland Avenue are not permitted to have vehicular access from Highland Avenue; commercial projects on the east side of Highland Avenue are not permitted to have vehicular access from Crest Drive.
- j. The Planning Commission may allow reduced parking with a use permit for neighborhood-oriented uses such as small retail stores, personal services, and eating and drinking establishments open for breakfast and lunch, subject to the requirements of Section 10.64.050(B).
- k. Residential projects shall include planter boxes at the pedestrian level involving lots of two thousand five hundred (2,500) square feet (or more) along Highland Avenue. For additional site landscaping requirements, see Section 10.60.070,

Landscaping, irrigation and hydroseeding. Conformance with standards specified in Section 10.60.070 may result in landscaping that exceeds the minimum requirements of this section.

- l. A use permit is required for all new construction and major alterations and additions of two thousand five hundred (2,500) square feet or more except construction of or alterations or additions to single-family dwellings fronting on Crest Drive.
- m. A twenty-foot (20') landscaped setback is required along Oak Avenue for any commercial structures, and no vehicular ingress or egress to Oak Avenue is allowed. Until such time that a new project is initiated, existing development with nonconforming access on Oak Avenue, when developed for commercial parking purposes used in conjunction with business fronting upon and having vehicular access to Sepulveda Boulevard shall not utilize vehicular access to Oak Avenue between the hours of 10:00 p.m. to 6:00 a.m. daily.
- n. All commercial structures shall incorporate bay windows, decks, large roof overhangs, and breaks in building facia, as may be needed to reflect a design of residential character.
- o. Sites which utilize RS zoned Oak Avenue properties exclusively for commercial purposes shall be a minimum of twenty-five thousand (25,000) square feet in area. Where the site has multiple owners, the City may permit development on sites containing less than twenty-five thousand (25,000) square feet provided there is a conceptual plan for the whole site showing the relationships between existing and future buildings, landscaping, and the location of parking and tentative phasing of development. All owners must join in application for a D-6 zoning designation and indicate support of the conceptual plan for development of the site.
- p. The uses and related facilities permitted within the CG district may be permitted on RS-D6 zoned Oak Avenue properties, if fronting upon Sepulveda Boulevard, subject to the requirements of this chapter and Chapter 10.16, upon approval of a use permit.
- q. A minimum lot area of seventeen thousand (17,000) square feet (with the exception of 1190 Duncan Drive 1127 Ronda Drive and 1131 Ronda Drive) is required, and further subdivision of any lot within the district is prohibited. The foregoing restrictions shall not prohibit a lot-line adjustment between contiguous parcels pursuant to Section 11.08.010, provided that such lot-line adjustment (1) complies with all of the requirements in Section 11.08.010 and is otherwise exempt from the requirements of the Subdivision Map Act and (2) would not result in any parcel having a lot area of less than seventeen thousand (17,000) square feet. This overlay applies to properties described as Lots 23 through 30, inclusive, and 32 through 39, inclusive, in Tract 14274 and located on Longfellow Drive, Ronda Drive, Terraza Place, Duncan Drive and Kuhn Drive.
- r. Body art studios are not permitted in the D6 Oak Avenue Overlay District or on CG zoned parcels adjacent to D6 Oak Avenue Overlay parcels.

(Ord. No. 1832, Amended, 01/17/91; Ord. No. 1838, Renumbered, 07/05/91; Ord. No. 1860, Amended, 10/29/92; §§ 3, 4, 5, Ord. 1972, eff. November 20, 1997; § 2 (part), Ord. 2062, eff. October 7, 2004; § 7, Ord. 2146, eff. August 4, 2011 and § 2, Ord. 2155, eff. February 17, 2012)

- s. Projects including substantial components of the following land uses on sites with at least 135 feet in depth and 20,000 square feet of lot area are eligible to take advantage of flexible development standards contained as part of Sections 10.44.040 (t) and (u) subject to a use permit:
 - I. High End Sit Down Restaurants
 - II. Hotel
 - III. Mixed Use Development
 - IV. Museums that meet the definition of Cultural Institutions
 - V. Community Theatres that meet the definition of Commercial Recreation and Entertainment
- t. The maximum building height for buildings with uses listed as part of section 10.44.040 (s) shall be forty (40) feet without the need a roof pitch or structure parking at or below the ground level. Roof mounted mechanical equipment and elevator shafts are allowed to exceed the maximum allowed height limit, by five feet, so long as they are properly screened and located in an area that would not be visible or adversely impact the surrounding properties. A study may be required by the Community Development Director showing that no impacts will be generated on adjacent residential properties.
- u. Along a rear property line abutting an R district, structures shall not intercept a sixty-degree (60°) daylight plane inclined inward from a height of fifteen feet (15') above existing grade at the property line with approval of a Use Permit. A study may be required by the Community Development Director showing that no impacts will be generated on adjacent residential properties.
- v. Projects involving a change of use (single use or tenant project) shall not be required to obtain a use permit so long as the use is permitted by right as prescribed in Section 10.16.020 of this Title and the change of use does not constitute an intensification in use or parking, regardless of buildable floor area. No net addition of buildable floor area shall be allowed in conjunction with this provision.

SECTION 7. The City of Manhattan Beach Zoning Map is hereby amended to incorporate the D8- Sepulveda Boulevard Corridor Overlay.

SECTION 6. CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION.
The City Council determines that this ordinance is exempt from environmental 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 amendments to the commercial development standards or the zoning map established hereby, may have a significant effect on the environment. The adoption of this Ordinance is therefore not a “project” within the meaning of CEQA and is exempt pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 7. INTERNAL CONSISTENCY. Any provisions of the Municipal Code, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance are hereby repealed, and the City Clerk shall make any necessary changes to the Municipal Code for internal consistency.

SECTION 8. 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 9. SAVINGS CLAUSE. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall constitute a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinance

SECTION 10. 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.

SECTION 11. EFFECTIVE DATE. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the 31st day after its passage.

ADOPTED on _____, 2018

AYES:
NOES:
ABSENT:
ABSTAIN

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

CITY OF MANHATTAN BEACH

ZONING DESIGNATIONS

Area District Boundaries

Zoning Designations & Overlays

Residential Districts

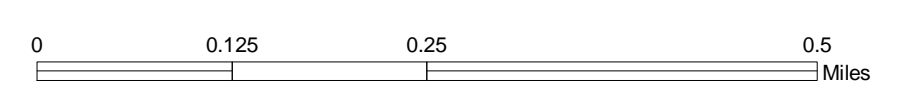
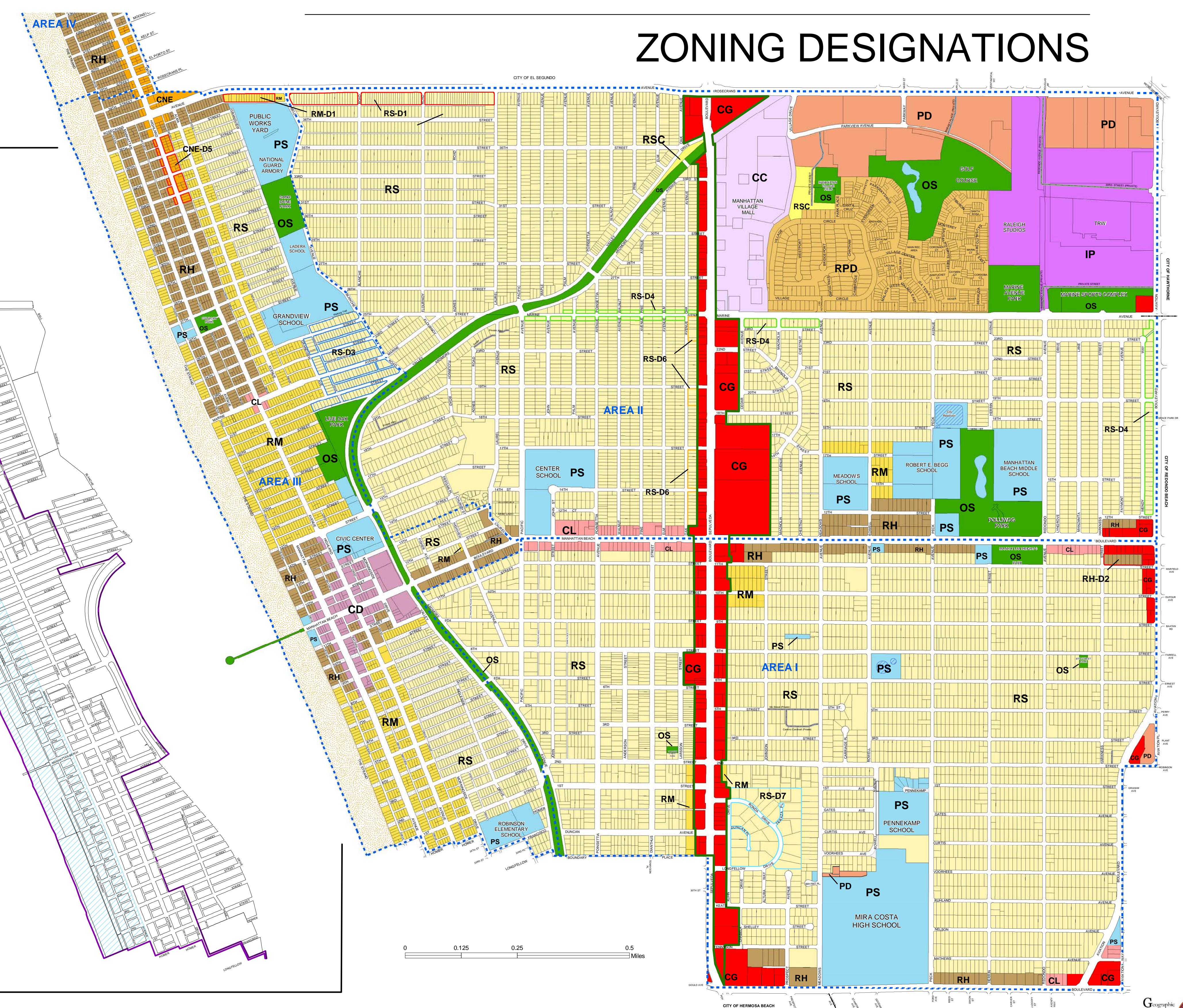
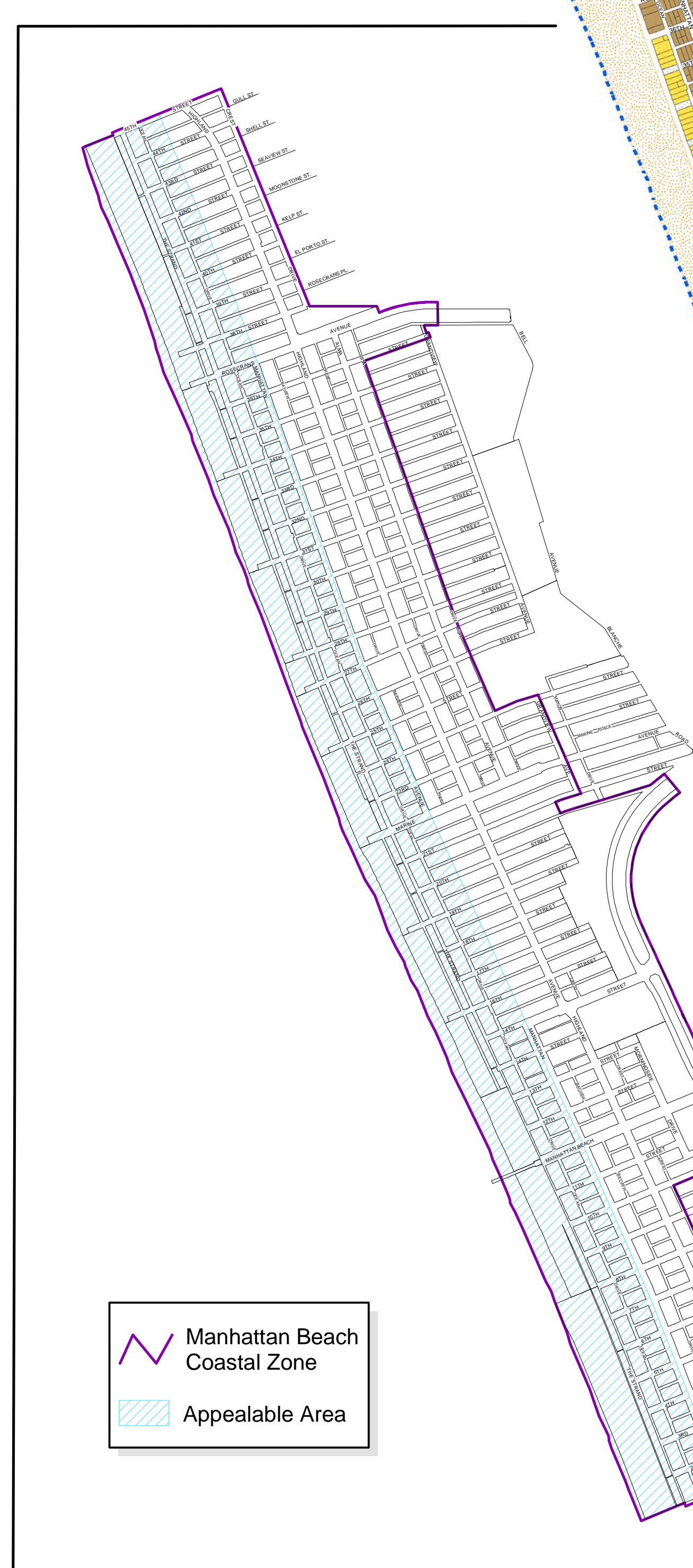
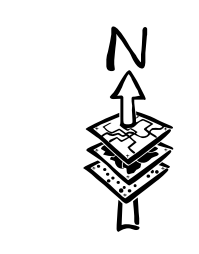
- RS Residential Single Family
 - D1-Design Review
-Rosecrans Avenue
 - D3-Design Review
-Gaslamp Neighborhood
 - D4-Design Review
-Traffic Noise Impact Area
 - D6- Design Review
-Oak Avenue
 - D7- Design Review
-Longfellow Drive
 - D8- Design Review
-Sepulveda Corridor
- RM Residential Medium Density
 - D1- Design Review
-Rosecrans Avenue
- RH Residential High Density
 - D2- Design Review
-11th Street
- RPD Residential Planned Development
- RSC Residential Senior Citizen

Commercial Districts

- CL Local Commercial
- CC Community Commercial
- CG General Commercial
- CD Downtown Commercial
- CNE North End Commercial
 - D5- Design Review
-North End Commercial

Other Districts

- PD Planned Development
- IP Industrial Park
- PS Public and Semi-Public
- OS Open Space



Map Adopted by Ordinance Number 2057 on August 3, 2004.
Adoption Incorporates the Following Preceding Ordinances:
2038, 2025, 2019, 2012, 1988, 1935, 1899, 1848, 1832, 1779.
It Also Incorporates the Following Amendments: 2062, 2105.

Information shown on these maps are derived from public records that are constantly undergoing change. The City does not guarantee the positional or the Thematic accuracy of the GIS data.





City Council Meeting
July 3 & 17, 2018

Introduction & Background

- ▶ Project Background
- ▶ City Council Direction
- ▶ Approved Work Plan
- ▶ Community Ad Hoc Working Group
- ▶ Planning Commission Discussion & Hearings



Issue #3

Desirable Uses (What the City is Gaining)	Flexible Development Standards (What the City of Offering)
<ul style="list-style-type: none"> • High end restaurants <ul style="list-style-type: none"> ◊ Nighttime uses ◊ Vehicular and pedestrian access to restaurants needs to make sense for residents • Mixed Use <ul style="list-style-type: none"> ◊ Shared office ◊ Affordable residential on top ◊ Residential on top with commercial on bottom ◊ Require less commercial/ratio not too high • Community Theater • Children's Museum • Hotel • Maintain existing neighborhood serving uses (UPS Store, Dry Cleaners, Coffee Shops, etc.) 	<ul style="list-style-type: none"> • Parking <ul style="list-style-type: none"> ◊ Shared parking allowance between adjacent properties for day/night/weekend usage ◊ Shared parking reduction for multi-tenant (staggered uses) ◊ Parking allowed within side landscaping setbacks between commercial properties ◊ Standardization of parking codes ◊ Less stringent parking variance criteria • Flexibility in height for hotels and mixed use <ul style="list-style-type: none"> ◊ { Measure differently ◊ { Eliminate 4/12 roof pitch ◊ { Daylight plane flexibility ◊ Height up to 45 feet
Desirable Features (What the City is Gaining)	
<ul style="list-style-type: none"> • Tourism Tax Assessment (Not increase in TOT) • Beautification/Improvement Fund <ul style="list-style-type: none"> ◊ Improve ROW/Medians ◊ Trade-off private for public ◊ Landscaping and trees ◊ Beautification on front and back side of property • Safety features (Nighttime lighting) • Wider sidewalk and buffers on Sepulveda and residential sides of property • Standard ROW Improvements <ul style="list-style-type: none"> ◊ Uniform look (Redondo Beach example of same pavers in sidewalk, City provides, property owner installs) 	

Issue #5

Issue #2

Issue #1

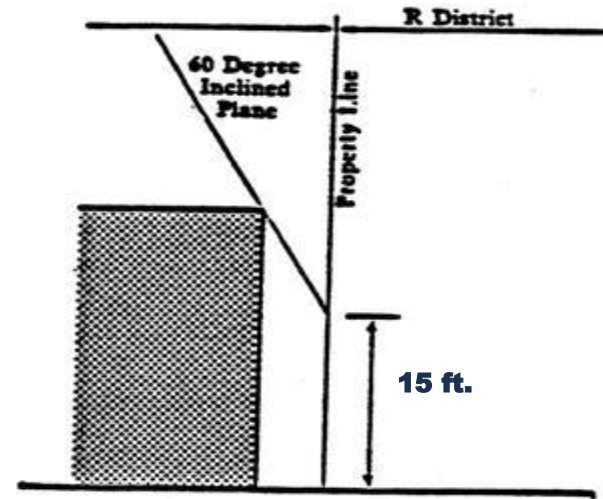
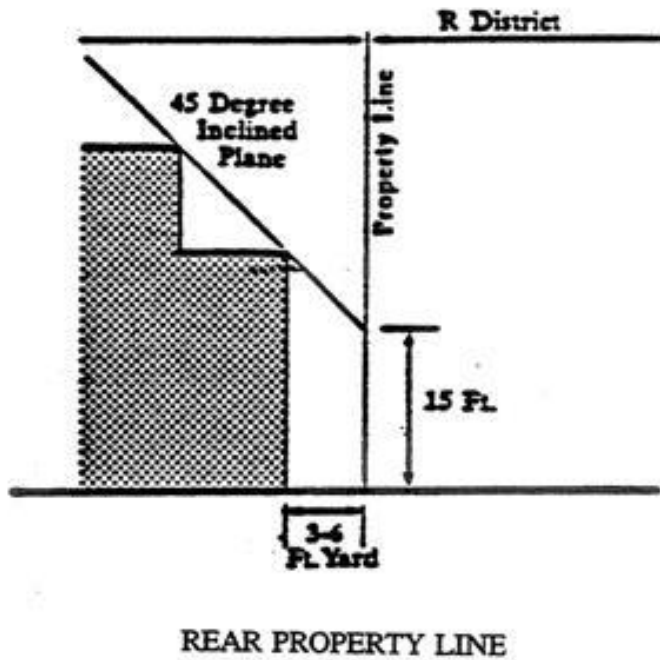
Issue #1: Height

- ▶ Modify to allow buildings to be built up to 30 ft. without 4:12 roof pitch, and without the need for parking at ground or below ground levels
- ▶ Change height to allow building greater than 30 ft. without 4:12 roof pitch, and without the need for parking at ground or below ground levels



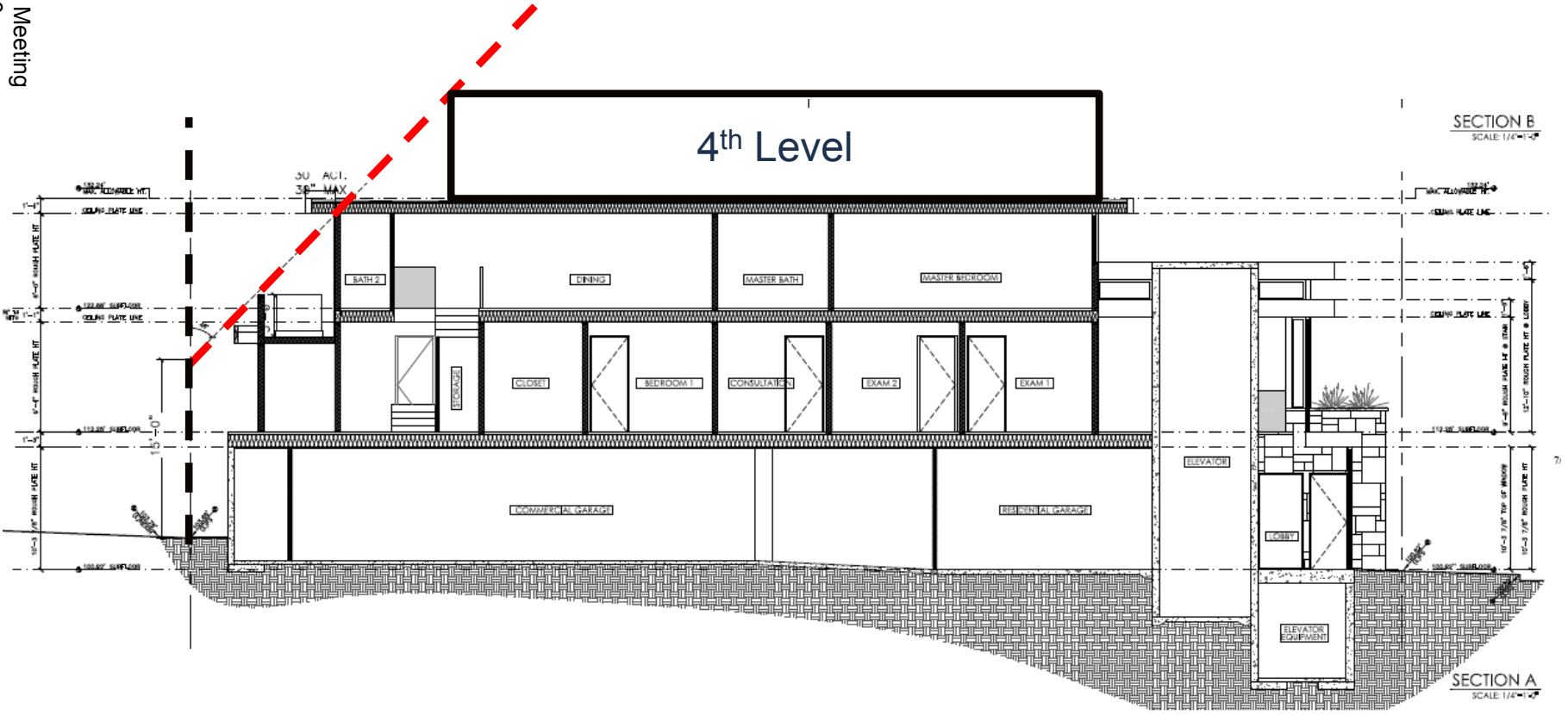
Issue #2 Setbacks

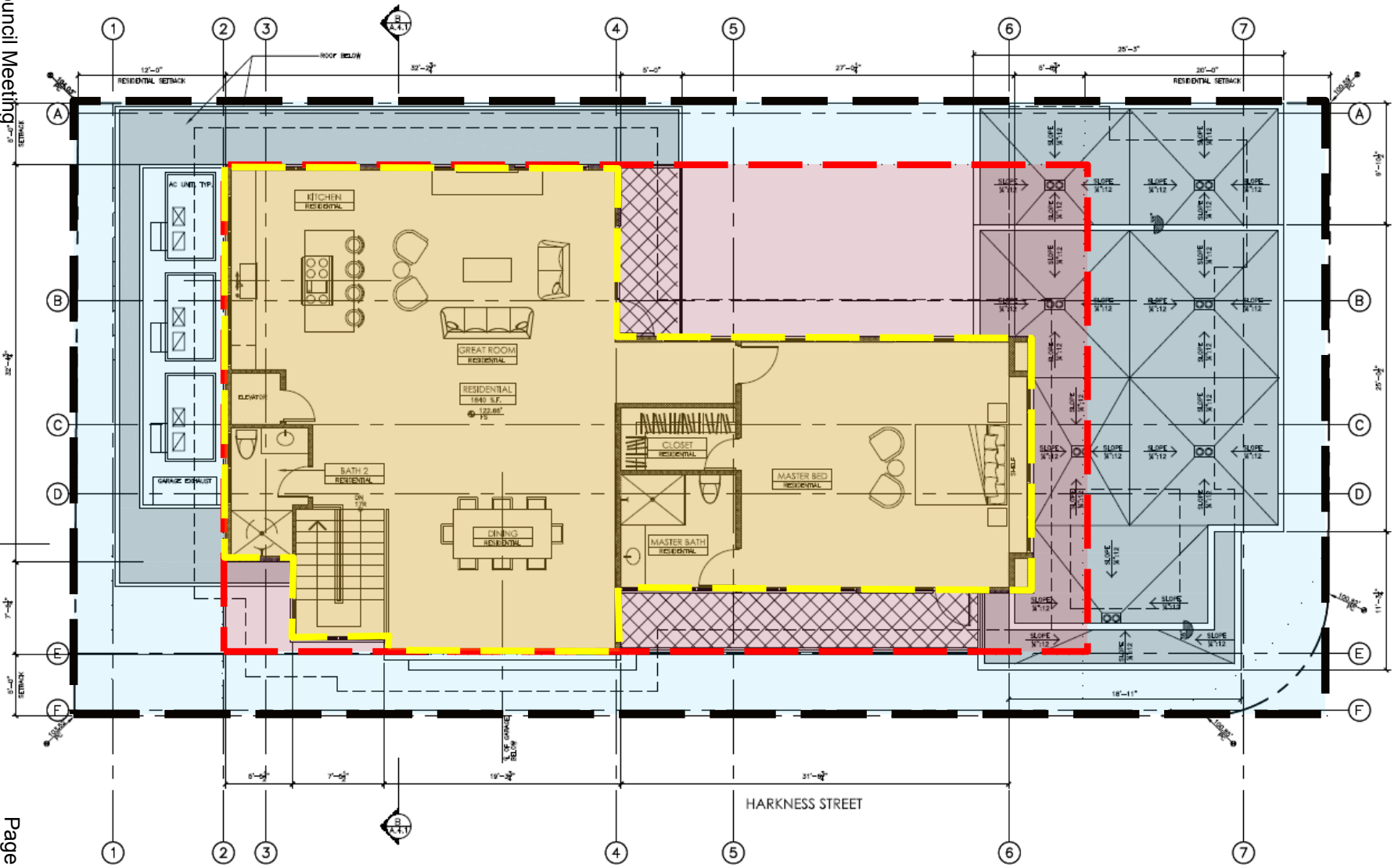
- ▶ Daylight-Plane Requirement
 - Modify to allow flexibility for new commercial projects



Issue #2 Setbacks (cont.)

- ▶ Conventional Setbacks
 - Modify to accommodate mixed use and provide flexibility for residential portions of mixed use project
 - Mixed use standards forthcoming





MANHATTAN BEACH BLVD

HARKNESS STREET

Issue #3: Desirable Uses

- ▶ High-end restaurants
 - ▶ Hotels
 - ▶ Mixed-Use
 - ▶ Community Theaters
 - ▶ Museums
- * All uses already allowed in CG except Mixed-Use
 - * Flexible Standards would apply
 - * No further regulation of office/medical



Issue #3: Desirable Features

- ▶ Tourism Tax Assessment
- ▶ Beautification/Improvement Fund
- ▶ Safety Features
- ▶ Buffering on Sepulveda and Residential
- ▶ Standard Right-of-Way Improvements



Issue #4: Development Guide

- ▶ Improve pedestrian experience
- ▶ Safe and appealing vehicular points of entry; easier and safer access from sidewalk
- ▶ Pronounced buffer zones between commercial/residential zones
- ▶ If mixed use is permitted, specific site design guidelines should be required
- ▶ Standard requirements for larger discretionary projects:
 - Neighborhood meeting before project submittal
 - Initiation of NTMP



Issue #5: Parking

Parking Standards

- ▶ Allow Use of Surplus Parking in Adjacent Lots
- ▶ Flexible Multi-Tenant Shared Parking Standards
- ▶ Improved Parking Design Standards
- ▶ Removal of On-Street Parking OK if Added On-Site
- ▶ No Parking Dimension Changes

Parking Codes

- ▶ Update City Parking Codes
- ▶ Simplify Mixed Use Parking Approval Process

Planning Commission

- ▶ Item went before Planning Commission on April 25, May 23 and June 13
- ▶ Incorporated comments/recommendations
- ▶ Public Testimony



Staff's Recommendation

- ▶ Receive presentation
- ▶ Discuss the information presented
- ▶ Conduct the Public Hearing and Receive Public Testimony
- ▶ Continue the Public Hearing to August 21, 2018

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Anne McIntosh, Community Development Director
Nhung Madrid, Senior Management Analyst

SUBJECT:

Resolution No. 18-0081 Approving Fiscal Year 2018-2019 Cost Sharing Agreement for \$19,151 for Beach Cities Transit Line 109 with City of Redondo Beach and Approve Appropriation and Funds Transfer (Community Development Director McIntosh).

- a) **ADOPT RESOLUTION NO. 18-0081**
- b) **APPROVE APPROPRIATION AND FUNDS TRANSFER**

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 18-0081 approving a cost-sharing agreement for \$19,151 with the City of Redondo Beach for Beach Cities Transit Line 109 services; and
2. Approve appropriation of \$9,630 in Proposition A funds and transfer from the General Fund.

FISCAL IMPLICATIONS:

Historically, the Cities of Manhattan Beach, Hermosa Beach, and El Segundo have contributed towards the cost sharing agreement for the operation of Beach Cities Transit (BCT) Line 109. For FY 2018-19, the shortfall projections for the Line are estimated at \$119,318, of which Manhattan Beach's proportionate share is \$19,151. The City's share includes \$9,521 for operating expenses and \$9,630 for the estimated cost to purchase and install Real-Time Information (RTI) capital equipment and systems, and related operation expenses.

The FY 2018-19 Adopted Budget includes sufficient funding for operating costs only (\$9,521). Although the City's capital contribution toward the RTI was budgeted in FY 2017-18, the timing of the purchase was unknown during budget development and the funds were not carried

forward. Staff recommends re-appropriating \$9,630 in the Proposition A Fund for the RTI capital equipment purchase to occur in FY 2018-19. Since this will cause the Proposition A Fund to fall back into a deficit, a transfer from the General Fund is also needed.

BACKGROUND:

Beach Cities Transit Line 109 provides bus service from Redondo Beach's Riviera Village to the LAX Bus Center with stops in Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo, and the Metro Green Line stations at Aviation and Douglas. Line 109 is funded through a combination of Redondo Beach's portion of regional transit funds, fare revenues from riders, dedicated Proposition A Local Return Transportation Funds, Measure M transit sales tax, Senate Bill 1 State Transit Assistance funds, and from the contributions from a cost sharing agreement with the three participating cities.

The three participating cities of Hermosa Beach, El Segundo and Manhattan Beach have executed agreements for funding BCT Line 109 with Redondo Beach since inception of the Line in 2006. Manhattan Beach's investment has significantly decreased since the first agreement in 2006. In 2006, the City contributed \$86,639; for FY 2018, the City's anticipated total contribution is \$8,655. This is a significant decrease in contract costs by nearly 90 percent. Based on actual ridership numbers as of March 31, 2018, staff estimates that Line 109 will service approximately 180,000 riders, resulting in a \$0.30 per passenger subsidy.

DISCUSSION:

BCT Line 109 has been modified over time to better service the needs of the four participating cities and has adapted service changes from other transit agencies. With continued operation of the line requiring funding contributions from each of the participating cities, Hermosa Beach, El Segundo and Redondo Beach signed two-year agreements, which will expire June 30, 2019. For the FY 2017-18 agreement, Manhattan Beach signed a one year agreement to align the contract with the adopted biennial budget. The City's contract for Line 109 services expired on June 30, 2018.

With the recent expiration of the contract, Redondo Beach is requesting a new cost sharing agreement for FY 2018-19. The proposed agreement for FY 2018-19 reflects a 10 percent increase, which is the same incremental percentage increase that the other participating cities have in their agreements. These increased costs are as a result of increased fuel expenses, the transit contractor's annual operating increases, and the real-time information system expenses. All expenses in excess of a 10 percent increase for FY 2018-19 will be covered by Redondo Beach.

Beach Cities Transit services are very beneficial to our community. It provides a low-cost alternative transportation option for our residents, employees within our City, and commuting options, which in turn relieves parking and traffic congestion throughout the City. Additionally, providing this transit option to our residents supports the goals and policies within the General Plan's updated Mobility Plan and other environmental sustainability initiatives. Redondo Beach has also made route adjustments to accommodate the City's requests for stops along Parkview Avenue and the Manhattan Village Mall.

Following the closeout of FY 2016-17, Beach Cities Transit performed a stop analysis for their transit services which included various metrics such as an evaluation of ridership by stop, identification of ridership by time periods, peak stop boardings and alightings (e.g. exiting the bus), and calculations of average daily boardings and alightings by stop.

In summary, Line 109 includes 77 stops along the route, with 30 stops in Manhattan Beach. There are 16 stops in the northbound direction and 14 stops southbound. Roughly half of the Line's ridership (55.5%) is from the average daily rider activity (boardings and alightings) at eight stops. The largest volume of both boardings and alightings were near the two Greenline Stations at Aviation (14.9%) and Douglas (14.2%). The next largest volume of boardings was at the LAX Transit Center (9.1%) followed by Highland Avenue at 14th Street in Downtown Manhattan Beach (4.5%). For alightings, the next largest volume of stops was at Imperial Ave and McCarthy Street (6.5%) and Highland Avenue at 14th Street (5.5%).

Overall, BCT Line 109 services provide much needed transit services for our community, residents, visitors, and employees as evident through this stop analysis report. With 77 stops along the route, the Highland Avenue at 14th Street stop in Manhattan Beach ranks fourth in the top stops for average daily boardings and alightings on Line 109. Other active and frequented stops in the City include Manhattan Avenue and 9th Street, Highland Avenue and 33rd Street and Rosecrans Avenue just east of Sepulveda Boulevard. Based on a weighted average, there were approximately 30,000 boarding and alightings at the 30 bus stops in the City limits.

Please note that the Risk Manager recommends that the City of Redondo Beach indemnify Manhattan Beach for any acts or omissions caused by Redondo or the operator of the buses. Past agreements included a mutual indemnity agreement where each city indemnified the other city for the acts and omissions of the city at fault.

POLICY ALTERNATIVES:

ALTERNATIVE #1:

Do not approve the one-year cost sharing agreement. The City would not contribute its share based on route mileage in the City to fund the operational gap for BCT Line 109.

PROS:

Funds that are currently allocated in the FY 2019 and FY 2020 budgets for this agreement could be utilized to supplement an existing transportation program.

CONS:

A reduction in transit services would reduce mobility options for constituents, and impact traffic and parking within the City. It could create a barrier for employees and/or residents to get to/from their place of employment, home, services and recreation facilities and activities.

Additionally, the City's cooperative and collaborative relationship with Redondo Beach could be affected, which could result in a re-route of service to exclude Manhattan Avenue, Highland Avenue and Rosecrans Avenue. BCT could provide no services in Manhattan Beach, or reduce stops in the City. Further, BCT would be less likely to make route changes to accommodate the City.

PUBLIC OUTREACH/INTEREST:

Staff liaisons from the participating cities continue to meet quarterly to exchange transit line service information, discuss service issues, vehicle acquisition, and marketing and public outreach efforts.

ENVIRONMENTAL REVIEW

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that there is no possibility that the activity may have a significant effect on the environment; therefore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW

The City Attorney has approved as to form the agreement.

Attachments:

1. Resolution No. 18-0081
2. Agreement - Beach Cities Transit Line 109
3. Beach Cities Transit Line 109 Cost Sharing Proposal
4. Cost Sharing Contributions (2006-2018)
5. Background Information on Beach Cities Transit Line 109
6. Stop Analysis Report

RESOLUTION NO. 18-0081

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN MANHATTAN BEACH AND CITY OF REDONDO BEACH FOR BEACH CITIES TRANSIT LINE 109 SERVICES

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City and City of Redondo Beach dated July 17, 2018, for fiscal year 2018-19 Beach Cities Transit Line 109 services.

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 17, 2018.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

**TRANSIT SERVICE OPERATION AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH AND
THE CITY OF MANHATTAN BEACH**

THIS TRANSIT SERVICE OPERATION AGREEMENT (this “Agreement”) is entered into by and between the City of Redondo Beach (“Redondo Beach”), on behalf of Beach Cities Transit (“BCT”), which is a division of Redondo Beach, and the City of Manhattan Beach (“Manhattan Beach”). Redondo Beach and Manhattan Beach are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

- A. WHEREAS, on July 1, 2006, Redondo Beach and Manhattan Beach entered into that certain Transit Service Operation Agreement (“First Agreement”) to enable BCT Line 109 as described in Attachment A to take over public transportation services for the discontinued Los Angeles County Metropolitan Transportation Authority Line 439 for a two (2) year term.
- B. WHEREAS, Redondo Beach and Manhattan Beach subsequently entered into new agreements relating to Line 109 in 2008, 2010, 2011, 2012, 2013, 2015, 2016, and 2017 (the “2017 Agreement”).
- C. WHEREAS, the 2017 Agreement expired on June 30, 2018, and the Parties desire to enter into a new agreement on the terms and conditions set forth below.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. TERM

This Agreement shall be effective as of July 1, 2018, and shall have a one (1) year term expiring on June 30, 2019.

2. SERVICE DESCRIPTION

- A. Redondo Beach shall engage a qualified transportation contractor to provide bus services to Line 109 consistent with the maps shown in Attachment A, which is attached hereto and by this reference incorporated herein (“Line 109” or the “Service”).
- B. Redondo Beach shall engage a qualified transportation contractor to provide bus services to Line 109 on the days of the week and service times, and at frequencies of service equal to or better than that which was operated by Redondo Beach immediately prior to the effective date of this Agreement. The service schedules for Line 109, as illustrated in Attachment B, are attached hereto and by this reference incorporated herein.

- C. Redondo Beach may adjust the route and schedule of Line 109; however, any changes or reductions to the Service in excess of 10% shall be brought to Manhattan Beach in writing for review and comment prior to implementation.
- D. Redondo Beach reserves its rights, at its sole discretion, to enter into contracts for Line 109 service with any other provider of its choice at any time without the approval of Manhattan Beach. Redondo Beach shall be responsible for any and all aspects of administration of the service contract, and shall assure that the contract includes provisions pertaining to insurance, age, maintenance and operation of vehicles, driver qualifications and other similar provisions typical of an agreement of that kind.

3. PASSENGER FARES

Redondo Beach may charge fares for the Service consistent with their existing fixed-route service. Redondo Beach will accept interagency transfers with adjacent transit operators and participate in the EZ Pass Program. Redondo Beach shall retain all farebox revenues. BCT Line 109 passenger fare revenues shall be used to offset operation expenses.

4. FUNDING

- A. For costs associated with the operation of Line 109, Manhattan Beach shall pay Redondo Beach in accordance with this Section. Manhattan Beach shall not pay Redondo Beach for capital costs related to Service Operating Expenses, as described more fully in subsection 4.B, nor shall Manhattan Beach provide equipment to operate the Service.
- B. FY 2018-19: Operations Funding from Manhattan Beach shall be \$9,251 for fiscal year 2018-19. This number is derived from the percentage of cost for Line 109, which is based on the route service mile calculations illustrated in Attachment C, attached hereto. The Real Time Information (“RTI”) Systems funding may be up to \$9,630. Therefore, the total contribution from Manhattan Beach may be up to \$18,881.

In no event shall Manhattan Beach’s funding obligation under this subsection 4.B exceed the foregoing amount. In the event actual fiscal year 2018-19 Line 109 net operating costs are less than (1) the estimated costs and/or (2) actual net operating revenues are greater than the estimated revenues for the respective fiscal year, all excess funds resulting from such decreased costs or increased revenues shall be reconciled and used to reduce the final fourth quarter invoice amount for the applicable fiscal year.

Service Operating Expenses are incorporated in the service hour rates and include without limitation, driver wages, general administration and overhead, and maintenance costs. RTI Systems Capital and Operating Expenses include without limitation, capital equipment related to the RTI Systems, passenger/administration interface programs, cellular and internet hosting of RTI services and report management programs.

- C. Redondo Beach is responsible for all marketing and promotion of the service. Notwithstanding the foregoing, Manhattan Beach may advertise at its sole expense, but any reference to BCT must be approved in writing by Redondo Beach prior to such reference. Only the BCT logo may be used to advertise or market the service.
- D. On a quarterly basis, BCT will meet with Manhattan Beach to develop additional marketing strategies directed towards increasing BCT Line 109 ridership. Manhattan Beach shall provide assistance for public outreach and information to target Manhattan Beach residents and non-resident community members.

5. REPORTING/INVOICING

- A. Redondo Beach shall report to Manhattan Beach on a quarterly basis, all of the following data for the Line 109 Service:
 - (1) Passengers carried
 - (2) Revenue hours operated
 - (3) Revenue miles operated
 - (4) Total operating costs, which includes Service Operating Expenses and RTI Systems Capital and Operating Expenses.
- B. Redondo Beach shall submit said report to the Manhattan Beach City Manager in writing within 45 days after the end of each reporting quarter.
- C. Redondo Beach shall submit quarterly invoices and required reports to the Manhattan Beach City Manager, and Manhattan Beach shall pay Redondo Beach on a quarterly basis one-fourth of the annual funds to be provided. Manhattan Beach shall pay Redondo Beach within thirty (30) days of receipt of each quarterly invoice from Redondo Beach. First payment shall be due on November 30, 2018, representing payment for July 1, 2018, through September 30, 2018.
- D. Redondo Beach shall incorporate Line 109 data into its Federal Transit Administration's National Transit Data (NTD) annual report for the entire BCT fixed route transportation system. Redondo Beach shall provide to Manhattan Beach annual NTD random sampling data which provides the statistics to estimate the number of passengers boarding and alighting by stop in Manhattan Beach and the total estimated Manhattan Beach passengers. Redondo Beach shall be responsible for any and all aspects of administration of the service contract and shall include provisions pertaining to insurance.
- E. Manhattan Beach retains the right to audit the BCT's records of Line 109 Service and to periodically monitor the Service.
- F. Redondo Beach shall schedule quarterly joint meetings with the partnering cities of El Segundo, Hermosa Beach, and Manhattan Beach. Redondo Beach will provide

a quarterly update of Line 109 services and discuss coordinated marketing and public outreach efforts and operating and financing issues that affect BCT services.

6. INSPECTION OF RECORDS

BCT records relevant to this Agreement shall be available for inspection by Manhattan Beach at all reasonable times for a period of at least three (3) years for each year or after the termination date, whichever comes first.

7. NON-DISCRIMINATION

No person shall on the grounds of race, color, religion, national origin, ancestry, age, sex, physical or mental disability, be excluded from participation in, or be subject to discrimination in the operation of the Line 109 Service.

8. COORDINATION

- A. Redondo Beach shall coordinate its BCT services, to the extent practical, so that passengers transferring between transit operators will have minimal waiting times. This coordination will require transit agencies to communicate with each other as many weeks as possible in advance of any planned schedule change to the services that may affect passenger transfers.
- B. The Manhattan Beach Project Manager for this project shall be the City Manager or designee. The BCT coordinator for this project shall be the Community Services Director or designee.

9. WAIVER OF BREACH

The waiver of each Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

10. NOTICES

- A. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be given as follows:
 - (1) Personal Delivery. When personally delivered to the recipient, notice is effective on delivery.
 - (2) First Class Mail. When mailed first class to the last address of the recipient known to the Party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - (3) Certified Mail. When mailed via certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

11. SEVERABILITY

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

12. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of Manhattan Beach and Redondo Beach as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the subject matter hereof. This Agreement may not be modified or altered except by written amendment executed by both Parties.

13. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

14. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from this Agreement will be in Los Angeles County, California.

15. COMPLIANCE WITH STATUTES AND REGULATIONS

BCT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

16. NON-LIABILITY OF CITIES

No officer or employee of either city shall be personally liable to the other, in the event of any default or breach thereunder.

17. INDEMNIFICATION, HOLD HARMLESS AND DUTY TO DEFEND

- A. Redondo Beach shall defend, indemnify, and hold Manhattan Beach, its officials, officers and employees (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 Redondo Beach, its employees, or its agents in connection with the performance of the services described in Section 2 of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. 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,

Redondo Beach shall defend Indemnitees, at Redondo Beach's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Redondo Beach shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, except for:

- (1) Liabilities assumed by any transportation contractor engaged by Redondo Beach to perform the services described in Section 2 of this Agreement; and
 - (2) Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.
- B. Redondo Beach shall obtain executed indemnity agreements with provisions substantially the same as those in Section 17(A) from each and every transportation contractor providing the services described in Section 2 of this Agreement. If Redondo Beach fails to obtain such indemnity obligations, Redondo Beach shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of any of Redondo Beach's transportation contractors providing the services described in Section 2 of this Agreement.
- C. Survival of Terms. Redondo Beach's indemnifications and obligations under this Section 17 shall survive the expiration or termination of this Agreement.

18. AUTHORITY

Redondo Beach warrants and represents that upon City Council approval, the Mayor of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of Redondo Beach. Manhattan Beach warrants and represents that the undersigned City official is duly authorized to execute this Agreement.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement in Redondo Beach, California, as of this ____ day of _____, 2018.

CITY OF REDONDO BEACH

CITY OF MANHATTAN BEACH

By: _____
William C. Brand, Mayor

By: _____
Bruce Moe, City Manager

ATTEST:

ATTEST:

Eleanor Manzano, City Clerk

Liza Tamura, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

Quinn M. Barrow, City Attorney

Attachment A: Line 109 Map



Attachment B: BCT Line 109 Time Schedule

EFFECTIVE SEPTEMBER 2014

109 NORTHBOUND Redondo Beach to LAX City Bus Center

MONDAY THROUGH FRIDAY

Palos Verdes Bl & Via Valencia	Hermosa Ave & 10th St	Highland Ave & 14th St	Douglas Sta. & Park Place	Main St & Holly Ave	Aviation Station	LAX City Bus Center
7	8	9	10	11	12	13
---	---	---	---	---	---	---
6:00	6:17	6:28	6:42	6:53	7:03	7:13
6:30	6:47	6:58	7:12	7:23	7:33	7:43
7:25	7:42	7:53	8:07	8:18	8:28	8:38
8:10	8:27	8:38	8:52	9:07	9:17	9:27
8:50	9:07	9:18	9:32	9:47	9:57	10:07
9:35	9:52	10:03	10:17	10:32	10:42	10:52
10:25	10:42	10:53	11:07	11:22	11:32	11:42
11:10	11:27	11:38	11:52	12:07	12:17	12:27
11:50	12:07	12:18	12:32	12:47	12:57	1:07
12:35	12:52	1:03	1:17	1:32	1:42	1:52
1:45	2:02	2:13	2:27	2:42	2:52	3:02
2:30	2:47	2:58	3:12	3:27	3:37	3:47
3:10	3:27	3:38	3:52	4:07	4:17	4:27
3:55	4:12	4:23	4:37	4:52	5:02	5:12
4:45	5:02	5:13	5:27	5:42	5:52	6:02
5:30	5:47	5:58	6:12	6:27	6:37	6:47
6:10	6:27	6:38	6:52	7:07	7:17	7:27
6:55	7:12	7:23	7:37	7:52	8:02	8:12
7:45	8:02	8:13	8:27	8:42	8:52	9:02
8:30	8:47	8:58	9:12	9:27	9:37	9:47
AM	PM					

SATURDAY & SUNDAY

Palos Verdes Bl & Via Valencia	Hermosa Ave & 10th St	Highland Ave & 14th St	Douglas Sta. & Park Place	Main St & Holly Ave	Aviation Station	LAX City Bus Center
7	8	9	10	11	12	13
---	---	---	---	---	---	---
6:05	6:22	6:33	6:47	7:02	7:12	7:22
7:05	7:22	7:33	7:47	8:02	8:12	8:22
8:15	8:32	8:43	8:57	9:12	9:22	9:32
9:10	9:27	9:38	9:52	10:07	10:17	10:27
10:10	10:27	10:38	10:52	11:07	11:17	11:27
11:15	11:32	11:43	11:57	12:12	12:22	12:32
12:10	12:27	12:38	12:52	1:07	1:17	1:27
1:10	1:27	1:38	1:52	2:07	2:17	2:27
2:35	2:52	3:03	3:17	3:32	3:42	3:52
3:30	3:47	3:58	4:12	4:27	4:37	4:47
4:30	4:47	4:58	5:12	5:27	5:37	5:47
5:35	5:52	6:03	6:17	6:32	6:42	6:52
6:30	6:47	6:58	7:12	7:27	7:37	7:47
7:30	7:47	7:58	8:12	8:27	8:37	8:47
8:30	8:47	8:58	9:12	9:27	9:37	9:47
AM	PM					

109 SOUTHBOUND LAX City Bus Center to Redondo Beach

MONDAY THROUGH FRIDAY

LAX City Bus Center	Aviation Station	Main St & Holly Ave	Douglas Sta. & Park Place	Highland Ave & 14th St	Hermosa Ave & 11th St	Palos Verdes Bl & Via Valencia
13	12	11	10	9	8	7
5:55	6:07	6:21	6:39	6:51	7:00	7:15
6:40	6:52	7:06	7:24	7:36	7:45	8:00
7:20	7:32	7:46	8:04	8:16	8:25	8:40
8:05	8:17	8:31	8:49	9:01	9:10	9:25
8:55	9:07	9:21	9:39	9:51	10:00	10:15
9:40	9:52	10:06	10:24	10:36	10:45	11:00
10:20	10:32	10:46	11:04	11:16	11:25	11:40
11:05	11:17	11:31	11:49	12:01	12:10	12:25
12:15	12:27	12:41	12:59	1:11	1:20	1:35
1:00	1:12	1:26	1:44	1:56	2:05	2:20
1:40	1:52	2:06	2:24	2:36	2:45	3:00
2:25	2:37	2:51	3:09	3:21	3:30	3:45
3:15	3:27	3:41	3:59	4:11	4:20	4:35
4:00	4:12	4:26	4:44	4:56	5:05	5:20
4:40	4:52	5:06	5:24	5:36	5:45	6:00
5:25	5:37	5:51	6:09	6:21	6:30	6:45
6:15	6:27	6:41	6:59	7:11	7:20	7:35
7:00	7:12	7:26	7:44	7:56	8:05	8:20
7:40	7:52	8:06	8:24	8:36	8:45	9:00
8:25	8:37	8:51	9:09	9:21	9:30	9:45
AM	PM					

SATURDAY & SUNDAY

LAX City Bus Center	Aviation Station	Main St & Holly Ave	Douglas Sta. & Park Place	Highland Ave & 14th St	Hermosa Ave & 11th St	Palos Verdes Bl & Via Valencia
13	12	11	10	9	8	7
6:45	6:57	7:11	7:29	7:41	7:50	8:05
7:40	7:52	8:06	8:24	8:36	8:45	9:00
8:40	8:52	9:06	9:24	9:36	9:45	10:00
9:45	9:57	10:11	10:29	10:41	10:50	11:05
10:40	10:52	11:06	11:24	11:36	11:45	12:00
11:40	11:52	12:06	12:24	12:36	12:45	1:00
1:05	1:17	1:31	1:49	2:01	2:10	2:25
2:00	2:12	2:26	2:44	2:56	3:05	3:20
3:00	3:12	3:26	3:44	3:56	4:05	4:20
4:05	4:17	4:31	4:49	5:01	5:10	5:25
5:00	5:12	5:26	5:44	5:56	6:05	6:20
6:00	6:12	6:26	6:44	6:56	7:05	7:20
7:05	7:17	7:31	7:49	8:01	8:10	8:25
8:00	8:12	8:26	8:44	8:56	9:05	9:20
8:55	9:07	9:21	9:39	9:51	10:00	10:15
AM	PM					

Attachment C: BCT Line 109 Route Service Mile Calculations by City

**Beach Cities Transit Line 109
Route Service Mile Calculations by City**

Revised Route Miles	NB Miles	%	SB Miles	%
Redondo Beach	2.4	12.90%	3.1	19.02%
Los Angeles	2.9	15.59%	2.8	17.18%
Hermosa Beach	2.2	11.83%	1.6	9.82%
Manhattan Beach	3.4	18.28%	3.2	19.63%
El Segundo	7.7	41.40%	5.6	34.36%
Total Miles	18.6	100.00%	16.3	100.00%

Revised Route Miles	NB Miles	%	SB Miles	%
Redondo Beach & Los Angeles	5.3	28.49%	6.9	42.33%
Hermosa Beach	2.2	11.83%	1.6	9.82%
Manhattan Beach	3.4	18.28%	2.2	13.49%
El Segundo	7.7	41.40%	5.6	34.36%
Total Miles	18.6	100.00%	16.3	100.00%

Revised Revenue Service Miles effective July 2010 (based on service changes effective June 28, 2009)

	<i>Average Miles Per City</i>	<i>%</i>
Redondo Beach & Los Angeles	6.1	34.95%
Hermosa Beach	1.90	10.89%
Manhattan Beach	2.8	16.05%
El Segundo	6.65	38.11%
Total Miles	17.45	100.00%



BCT Line 109

Cost Sharing Proposal: Fiscal Year 2018-19

May 2018

Service Overview Beach Cities Transit operates the Line 109 route with agency partners, including Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo. The partner agencies share operating costs for Line 109.

Update The Redondo Beach Transit Center project construction will begin in FY2018-19. The new location on Kingsdale Avenue will provide improved regional transit facilities including parking, bike racks, passenger waiting areas, and a TAP ticket vending machine.

City staff is continuing efforts to implement real time information services on BCT buses to enable riders to get bus arrival times on their mobile phones or other computer systems. A real time information service RFP will be issued and the service implementation is planned for FY 2018-19.

Statistics: Ridership in FY 2017-18 continues to trend downward, consistent with regional and national transit agencies. BCT Line 109 passenger trips decreased in FY 2017-18 by 5.3%, with 10,925 fewer trips over the prior year. Fare revenues decreased by \$6,073.

Actual Service Statistics History of BCT Line 109

	FY 13-14	FY 14-15	FY 15-16	FY16-17
Service Hours	20,234	20,235	20,343	20,290
Operating Cost	\$1,174,214	\$1,173,517	\$1,172,600	\$1,195,038
Fare Revenues	\$154,801	\$149,765	\$150,103	\$144,030
Passenger Trips	212,584	206,198	200,993	190,068

Transit Funding

As fare revenues continue to decrease, new fund sources alleviate the negative impact, covering costs related to BCT transportation services. Two new transportation funding sources provide additional transit program funding – the Los Angeles County Measure M transit sales tax, and Senate Bill 1 State Transit Assistance funds. The new Transit funding will be used towards BCT transit operations and facility improvements, and the transit center facility maintenance and operations. Metro’s annual transit formula funding allocations to municipal transit operators is based on sales tax revenue receipts. Regional funding estimates stayed relatively stable

Cost Estimates Fiscal Year 2019

The expenses included in the cost sharing estimates for BCT Line 109 are the operating expenses incurred by the transit contractor and fuel expenses. In addition, the City proposes to include the estimated cost to purchase and install real-time information capital equipment and systems, and related operation expenses.

1

May 24, 2018

The total cost is expected to be \$1,356,727 for the operation of 20,280 projected annual service hours. Cost increases are the result of increased fuel expenses, the transit contractor annual operating increases, and new real-time information system expenses.

Cost Sharing Allocation History The cost sharing allocations, based on the percent of average route miles, remains the same for all agencies. Redondo Beach will pay more than the other Cities' allocated percentage, in order to cover increased costs over the 10% increase based on the cap established in the two year agreement.

CITY	% INVESTMENT (avg route miles/ total route miles)	FY 2014-15 actual	FY2015-16 actual	FY2016-17 actual	FY2017-18 projected
Redondo Beach	34.95%	\$21,179	\$33,349	\$36,438	\$39,817
Hermosa Beach	10.89%	\$6,599	\$10,391	\$11,354	\$12,407
Manhattan Beach	16.05%	\$9,726	\$15,314	\$16,733	\$18,285
El Segundo	38.11%	\$23,094	\$36,363	\$39,732	\$43,417
TOTAL SHORTFALL	100%	\$60,598	\$95,417	\$104,258	\$113,926

Investment Estimates Based on the preliminary fund marks issued by Metro in April 2018, the estimated FY 2018-19 shortfall for the BCT Line 109 is \$119,318. The total shortfall factors in the real time information costs, and accounts for reduced fare revenues.

BCT Estimated Cost Sharing Contract Allocations

CITY	% INVESTMENT (avg route miles/total route miles)	FY 2017-2018 INVESTMENT ESTIMATE	FY 2018-19 INVESTMENT ESTIMATE
Redondo Beach	34.95%	\$39,817	\$41,701
Hermosa Beach	10.89%	\$12,406	\$12,994
Manhattan Beach	16.05%	\$18,285	\$19,151
El Segundo	38.11%	\$43,417	\$45,472
Total	100%	\$113,926	\$119,318

*FY 2019 contributions are based on a 10% increase over the FY 2018 agreement cap amounts for Hermosa Beach, Manhattan Beach, and El Segundo. The final Redondo Beach investment includes all expenses over 10%.

Proposal Assumptions:

- 20,280 annual service hours
- No change in route mile distribution to Cities

May 24, 2018

BCT Line 109 Cost Sharing Estimates

2



Estimated Expenditures BCT Line 109 Fiscal Year 2018-19

The expenses included in the cost sharing estimates for BCT Line 109 are the operating expenses incurred by the transit contractor, and fuel expenses. In addition, the City proposes to include the estimated cost to purchase and install Real-Time Information (RTI) capital equipment and systems, and related operation expenses.

The estimated cost of the RTI system will be distributed to both the Line 102 and 109 operations, with approximately 60% allocated to Line 109, which is 60% of the transit operations total service hours. The actual cost of the RTI service will not be final until after the RFP is issued and a vendor/system is determined. If the RTI costs by the selected vendor are lower than the estimated proposed costs, the City will review the budget to adjust the payment amounts. The RTI project will be billed to the Cities after the vendor agreement is awarded.

The total cost of the BCT Line 109 service inclusive of the RTI system is projected at approximately \$1,356,727 for the operation of 20,280 projected annual service hours.

Estimated Line 109 Costs		Estimated Transit Funding	
Operations	\$1,087,000	Operation Funding	\$1,112,409
Fuel	\$ 205,000	Fare Revenues	\$ 125,000
<u>RTI Capital/Ops</u>	<u>\$ 60,000</u>	Total Estimated Revenues	\$1,237,409
Total Estimate	\$1,356,727	Net Shortfall	\$119,318

Cost Sharing Cities	% Investment	Operations Contribution	RTI Contribution	Total Contribution
Redondo Beach	34.95%	\$20,731	\$20,970	\$41,701
Hermosa Beach	10.89%	\$ 6,460	\$ 6,534	\$12,994
Manhattan Beach	16.05%	\$ 9,521	\$ 9,630	\$19,151
El Segundo	38.11%	\$22,606	\$22,866	\$45,472
Total		\$59,318	\$60,000	\$119,318

The RTI Fact Sheet that follows on the next page provides an explanation of the benefits of real time information systems on transit buses.



Real Time Passenger Information Fact Sheet

What is Real Time Passenger Information?

Real Time Passenger information allows passengers to receive real-time, up to date transit information. It is provided by a [vehicle tracking system](#) which uses global positioning satellite information and a historical algorithm to predict when the next vehicle will arrive at any given transit stop, thereby reducing wait times and the reliance on schedules.

What are the benefits?

Benefits realized from deploying real-time bus arrival information systems include improved customer service, increased customer satisfaction, and improved visibility of transit in the community.

Transit agencies can also use the system as an oversight tool to monitor and control schedule adherence, customer inquiries and operations management.

How is the information received?

Real time passenger information is usually available through a variety of mediums depending on the vendor. Mediums include phone, website, smartphone applications and SMS text messaging.

In addition, transit staff will be requiring vendors to provide a solution for real-time transit updates to users of Google Maps (GTFS-RT). These updates include live arrival and departure times to bus stops and service alerts.

What is the cost?

Price varies among real time information vendors. The range is \$25,000-\$100,000 depending on system requirements and operational needs. The range provides a comprehensive estimate for the project:

1. Real Time Equipment
2. Passenger/Admin Interface
 - a. Visual tracking of bus and arrival/departure times.
3. Host GTFS-RT feed on Contractor Server
4. Launch and Manage GTFS-RT
 - a. Administrative data reports.

**Attachment 5
Beach Cities Transit Line 109 Cost Sharing Contributions from 2006-2018**

		Fiscal Year											
		2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-2018*
Manhattan Beach 16.05%	Approved	\$86,639	\$86,639	\$28,863	\$32,354	\$27,918	\$15,484	\$18,297	\$9,959	\$10,954	\$15,314	\$16,845	\$18,285
	Adjusted					\$27,416		\$18,269		\$9,726	\$8,633	\$16,733	\$8,655
El Segundo 38.11%	Approved	\$183,279	\$126,706	\$64,598	\$72,412	\$66,288	\$36,765	\$43,445	\$23,646	\$26,011	\$36,363	\$39,999	\$43,417
	Adjusted					\$65,096		\$43,379		\$23,094	\$20,499	\$39,733	\$20,551
Hermosa Beach 10.89%	Approved	\$78,984	\$74,984	\$26,801	\$30,043	\$18,940	\$10,506	\$12,415	\$6,757	\$7,433	\$10,391	\$11,430	\$12,407
	Adjusted					\$18,599		\$12,396		\$6,599	\$5,858	\$11,354	\$5,873
Redondo Beach 34.95%	Approved	\$129,416	\$61,011	\$54,978	\$61,628	\$60,800	\$33,716	\$39,843	\$21,686	\$117,449	\$33,349	\$66,181	\$39,817
	Adjusted					\$55,699		\$39,825	\$70,098	\$21,179	\$18,799	\$36,438	\$18,847
Contract Agreement Total		\$478,318	\$349,340	\$175,240	\$196,437	\$173,946	\$96,471	\$114,000	\$62,048	\$161,847	\$95,417	\$134,455	\$113,926
Adjusted Year-End Closeout		\$478,318	\$349,340	\$175,240	\$196,437	\$166,810	\$96,471	\$113,869	\$110,460	\$60,598	\$53,789	\$104,258	\$53,926

		Fiscal Year											
		2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-2018*
Total Passengers		124,698	174,991	193,350	194,345	179,748	199,295	205,321	212,584	206,198	200,993	190,068	178,407
Per Passenger Subsidy		\$3.84	\$2.00	\$0.91	\$1.01	\$0.93	\$0.48	\$0.55	\$0.52	\$0.29	\$0.27	\$1.82	\$0.30

*Estimated Year End Actuals based on invoices received thru 3/31/18

Background Information on Beach Cities Transit Line 109

In 2006, the City of Redondo Beach executed Transit Service Operation Agreements with the Cities of Hermosa Beach, Manhattan Beach, and El Segundo to assist in supporting the cost of the operation of BCT Line 109. At that time, Line 109 ran from Riviera Village to LAX Bus Center serving Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo and Metro Green Line stations at Aviation and Douglas.

At the time of BCT Line 109's implementation, the MTA annual revenue allocation to Redondo Beach for the operation of the discontinued Metro service was received based on a two-year lag process. MTA and farebox revenues received during the term of the first agreement did not achieve a level that could adequately support self-sufficient operation of BCT Line 109. An ongoing funding gap was also anticipated based on the estimated FY 2008-09 and FY 2009-10 MTA and farebox revenue projections. Therefore, another agreement was negotiated for a two year term (FY 2008-10).

In June 2009, Metro discontinued the operation of Lines 124 and 125. Redondo Beach preserved some of the South Bay service provided by those routes by taking over a portion of the Metro lines through expansion of BCT Line 109 along Rosecrans Avenue, and in the city of El Segundo. Concurrent with the takeover, a poorly performing segment of Line 109 was realigned, from Vista Del Mar to re-directing service along Rosecrans Avenue and Sepulveda Boulevard to the Douglas Green Line station (Gardena Municipal Bus Lines took over the remainder of the discontinued service). The BCT Line 109 expansion also extended the route into Plaza El Segundo per the request from the City of El Segundo.

These changes resulted in added route mileage and also increased annual service hours, which increased annual operating costs by more than \$250,000 in FY 2009-10. The additional operation expense was covered by a net funding carryover from FY 2008-09 as a result of FY 2008-09 MTA revenues that exceeded the estimated receipts, therefore, providing a greater offset for operation costs during the two-year agreement period. However, declining statewide transportation revenues in FY 2009-10 resulted in decreased MTA funding, delaying Line 109 from becoming a self-sufficient route.

In 2011, the net operating funding gap for FY 2011-12 resulted in the need for continued cost sharing with each participating City in order to offset direct expenses of Line 109's operations. This shortfall was based on operating costs, Metro's Formula Allocation Procedure (FAP) Fund estimates, and on the assumption that Redondo Beach would not receive State Transit Assistance (STA) funds for FY 2011-12, which was uncertain at the time of the budget development. Fortunately, the STA funds were received, and the actual net operating expenses and revenues resulted in a lower shortfall of \$96,469 for FY 2011-12.

In November 2011, Redondo Beach's City Council approved service changes based on the results of the BCT Comprehensive Operational Analysis study. In addition, Manhattan Beach staff requested a route change which would bring the route closer to the Manhattan Village Mall and Senior Housing. The changes to Line 109 were implemented in late August 2012, which increased the total annual service hours and operating costs, resulting in a shortfall of \$113,825 for FY 2012-13.

In 2013, all the participating Cities approved two-year agreements effective July 1, 2013 to June 30, 2015. The estimated shortfall for FY 2013-14 was \$62,048. The actual cost of operating Line 109 was \$48,412 higher than was originally estimated due to unanticipated fuel cost increases, higher actual service hours, and lower fare revenues. The FY 2014-15 shortfall for Line 109 was estimated at \$161,846. However, the actual fuel costs and actual service hour costs were lower than expected by

Background Information on Beach Cities Transit Line 109

approximately \$111,000. In addition, fare revenues were approximately \$11,000 lower than projected. All which resulted in a shortfall of \$60,598 for FY 2014-15.

In June 2015, the City Councils of Hermosa Beach and El Segundo approved two year agreements to provide their proportionate share of the FY 2015-16 \$95,417 funding gap, with an estimated 10 percent increase for FY 2016-17. The FY 2015-16 gap accounted for increases in fuel costs, increases in the hourly service rate and operational costs, as well as increased Metro Formula Application Procedure (FAP) monies and projected farebox revenues. The Manhattan Beach City Council only approved a one year agreement for FY 2015-16 on July 21, 2015, and later approved the FY 2016-17 agreement on September 6, 2016. The operational funding gap for FY 2016-17 was \$104,258.

In 2016, Redondo Beach requested another two year cost sharing agreement with all of the participating cities for FY 2017-18 and FY 2018-19. The City Councils of Hermosa Beach and El Segundo approved two year agreements, which included operational expenses and funding for Real-Time Information equipment and expenses. Manhattan Beach was only able to approve a one-year agreement because the adopted biennial budget provided funding up through the end of FY 2018, and signing a one-year agreement would align the contract with the City's adopted budget cycle. The operational expenses and the inclusion of the real-time information (RFI) costs for FY 2017-18 funding gap was estimated at \$113,926. However, as a result of delaying implementation of the RTI, the FY 2017-18 funding gap is estimated at \$53,926.



Franklin Hill Group

March 15, 2018

Ms. Joyce Rooney
Transit Manager
City of Redondo Beach
1922 Artesia Blvd.
Redondo Beach, California 90278

Dear Ms. Rooney:

This letter report presents the findings of the stop analyses conducted by Franklin Hill Group for the City of Redondo Beach (City) using the Beach Cities Transit (BCT) FY2017 Passenger Miles Travelled (PMT) sample. The scope of work included, for each route:

- Evaluation of ridership by stop;
- Identification of ridership by time periods (peak and off-peak) during weekdays, Saturdays and Sundays;
- Identification of peak stops for boarding and alighting; and,
- Calculation of average daily boardings and alightings by stop.

Background

The City has contracted with Franklin Hill Group for the past several years to develop annual survey sampling plans for BCT for reporting PMT to the National Transit Database (NTD), and to provide statistical certification of the sample. The FY17 sampling plan called for 504 randomly sampled trips, as shown in the far right column of Table 1. The actual number of sampled trips with data was 504, and the number of trips with data for the stop analysis was 502. This is an increase over the FY16 data, which called for 396 sampled trips of which 388 had the needed stop information.

TABLE 1: FY17 Desired and Sampled Trips compared to Trips in Stop Analysis

Route	NY17 Trips in Stop Analysis Files				NTD FY17 Sampled Trips	NTD FY17 Sampling Plan
	Weekdays	Saturdays	Sundays	Total		
Route 102						
Southbound	94	10	26	130		131
Northbound	107	23	14	144		145
Subtotal	201	33	40	274	276	276
Route 109						
Southbound	65	20	21	106		106
Northbound	91	14	17	122		122
Subtotal	156	34	38	228	228	228
Grand Total	357	67	78	502	504	504

1032 Franklin Street ♦ Santa Monica, California ♦ 90403-2322 ♦ 310-828-3649 ♦ FAX: 310-828-0611

Using the passenger counts reported to NTD for FY17, the expansion factors shown in Table 2 were used to weight each observed passenger by day of week (Weekday, Saturday, and Sunday) in the stop analysis. It should be noted that the total passenger trips reported in FY17 (369,278) were 5.6% lower than the 391,363 reported in FY16. The decrease was slightly higher on Route 102 (-5.9%) than on Route 109 (-5.4%).

Table 2. Passengers in FY17 Stop Analysis and FY17 Reported Passenger Trips with Calculated Expansion Factor per Passenger

Route	Passengers in FY17 Stop Analysis Trips				FY17 Unlinked Passenger Trips (NTD Report)			
	Weekday	Saturday	Sunday	Total	Weekday	Saturday	Sunday	Total
Route 102								
Southbound	1007	55	119	1181				
Northbound	1319	148	63	1530				
102 Total	2326	203	182	2711	164,175	11,005	4,030	179,210
Expansion Factors	70.58	54.21	22.14					
Route 109								
Southbound	1209	293	184	1686				
Northbound	1452	125	142	1719				
109 Total	2661	418	326	3405	158,323	17,938	13,807	190,068
Expansion Factors	59.50	42.91	42.35					
GRAND TOTAL	4987	621	508	6116	322,498	28,943	17,837	369,278

The next step in the stop analysis was to calculate the average daily ridership by stop. For FY17, BCT reported 362 total service days to NTD, comprised of 256 weekdays, 56 Saturdays and 50 Sundays. The weighted boardings and alightings by stop were divided by the appropriate number of service days to yield average daily boarding and alightings at each stop, for each route.

Ridership by Stop

The primary analyses are the weighted average daily boardings and alightings by stop, for each route. For the stop analysis, daily boardings and alightings were separately summed across the northbound and southbound stops in each route. Northbound and southbound stops were paired based on stop number (in the one-way loops within each route) and street address. In each route there were a small number of stops in one direction or the other that were deemed “unique” in that they were not paired with a top in the opposite direction. Each route is discussed separately below.

Route 102

Route 102 primarily serves the City of Redondo Beach, and runs from the Redondo Beach Pier north and east to the Redondo Beach Green Line Station on Marine, with a one-way loop around the South Bay Galleria and Marketplace. The stop analysis, presented in Table 3, presents the weighted boardings and alightings for 34 paired northbound and southbound stops, seven unpaired northbound stops and four unpaired southbound stops.

Table 3. Route 102 Average Daily Boardings and Alightings by Stop – FY17

STOP ID#		STOP DESCRIPTION	Northbound + Southbound					
NB	SB		Average Daily Boardings	%	Average Daily Alightings	%	Total Activity	%
301	301	Redondo Beach Pier	104	11.3%	85	9.3%	189	10.3%
		Catalina Ave. @ Torrance Blvd.	16	1.8%	1	0.1%	17	0.9%
	428	Catalina Ave. @ Garnet St.	7	0.8%	7	0.7%	14	0.8%
	427	Catalina Ave. @ Emerald St.	8	0.9%	5	0.6%	13	0.7%
		Catalina Ave. @ Diamond St.	38	4.2%	6	0.7%	45	2.4%
	426	Diamond St. @ PCH	153	16.6%	127	13.8%	279	15.2%
		Diamond St. @ Sea Hawk Way	30	3.3%	7	0.8%	37	2.0%
	425	Diamond St. @ Helberta Ave.	0	0.0%	103	11.2%	103	5.6%
	424	Diamond St. @ Lucia Ave.	3	0.3%	16	1.8%	19	1.0%
	423	Prospect Ave. @ Diamond St.	10	1.1%	16	1.8%	27	1.5%
	422	Beryl St. @ Prospect Ave.	17	1.9%	10	1.0%	27	1.5%
	421	Beryl St. @ Flagler Ln.	7	0.7%	12	1.3%	19	1.0%
	420	190th St. @ Beryl St.	10	1.1%	17	1.8%	26	1.4%
	419	Rindge Ln. @ 190th St.	12	1.3%	19	2.0%	31	1.7%
	418	Rindge Ln. @ Ripley Ave.	7	0.8%	5	0.6%	12	0.7%
	417	Rindge Ln. @ Pullman Ln.	7	0.7%	7	0.8%	14	0.8%
	416	Rindge Ln. @ Clark Ln.	11	1.2%	16	1.7%	27	1.5%
	415	Rindge Ln. @ Grant Ave.	12	1.3%	10	1.0%	22	1.2%
	414	Rindge Ln. @ Carnegie Ln.	7	0.8%	9	1.0%	16	0.9%
	413	Artesia Blvd. @ Rindge Ln.	33	3.6%	27	2.9%	60	3.3%
320 / 330	330 / 320	Artesia Blvd. @ Mackay Ln.	58	6.4%	52	5.6%	110	6.0%
	329	Artesia Blvd. @ Felton Ln.	25	2.8%	16	1.8%	41	2.3%
	328	Artesia Blvd. @ Inglewood Ave.	6	0.7%	9	1.0%	16	0.8%
	327	Artesia Blvd. @ Kingsdale Ave.	46	5.0%	65	7.1%	110	6.0%
	326	Hawthorne Blvd. @ Artesia Blvd	20	2.2%	29	3.1%	49	2.7%
	325	Hawthorne Blvd. @ Market Place Drive	8	0.9%	10	1.1%	18	1.0%
	324	Hawthorne Blvd. @ 182nd St.	28	3.0%	21	2.3%	49	2.7%
	323	Artesia Blvd. @ Firmona Ave.	21	2.3%	18	2.0%	40	2.2%
	322	Artesia Blvd. @ Inglewood Ave.	2	0.2%	3	0.3%	5	0.3%
	321	Artesia Blvd. @ Felton Ln.	21	2.3%	14	1.5%	35	1.9%
	412	Vail Ave. @ Artesia Blvd.	20	2.2%	12	1.3%	32	1.8%
	411	Vail Ave. @ Nelson Ave.	7	0.7%	8	0.9%	15	0.8%
	410	Vail Ave. @ Voorhees Ave.	7	0.7%	9	0.9%	15	0.8%
	409	Vail Ave. @ Gates Ave.	11	1.2%	4	0.5%	15	0.8%
	408	Vail Ave. @ Robinson St.	15	1.7%	7	0.7%	22	1.2%
		Vail Ave. @ May Ave.	1	0.1%	5	0.5%	6	0.3%
		Vail Ave. @ Pinckard Ave.	1	0.1%	1	0.1%	2	0.1%
	407	Vail Ave. @ Ernest Ave.	11	1.2%	2	0.2%	13	0.7%
	406	Vail Ave. @ Bataan Rd.	7	0.8%	1	0.1%	8	0.4%
	405	Vail Ave. @ Warfield Ave.	13	1.5%	7	0.8%	21	1.1%
		Redondo Beach Ave. @ Manhattan Beach Blvd.	4	0.4%	5	0.5%	8	0.5%
		Redondo Beach Ave. @ Santa Fe Ave.	0	0.0%	0	0.0%	1	0.0%
	403	Redondo Beach Ave. @ Space Park Drive	6	0.7%	2	0.2%	8	0.4%
	402	Redondo Beach Ave. @ Marine Ave.	3	0.3%	0	0.0%	3	0.2%
401	401	Greenline Station	83	9.1%	114	12.4%	197	10.7%
TOTAL WEIGHTED ACTIVITY			918	100.0%	918	100.0%	1837	100.0%

Over half of the average total boarding and alighting activity on Route 102 was at the stops shown in Table 4 below. The top stop for both boardings and alightings was at the Diamond St @ Pacific Coast Highway stop near Redondo Union High School (RUHS). The stop at Diamond St. @ Helberta, which was one of the top stops for alightings is right across the street from RUHS (note that this stop was in the southbound direction only). The next two largest volume stops for both boardings and alightings were the Redondo Beach Pier and the Redondo Beach Greenline Station. Three stops on busy Artesia Boulevard round out the top volume stops: Artesia Blvd. and Kingsdale Ave. (at the South Bay Galleria); Artesia Blvd. and Mackay Lane; and Artesia Blvd. and Rindge Lane.

Table 4. FY17 Route 102 Top Stops for Average Daily Boardings and Alightings

STOP DESCRIPTION	Weighted Northbound + Southbound					
	Average Daily Boardings	%	Average Daily Alightings	%	Average Daily Total Activity	%
Diamond St. @ PCH	152.6	16.6%	126.5	13.8%	279.2	15.2%
Greenline Station	83.4	9.1%	113.7	12.4%	197.1	10.7%
Redondo Beach Pier	103.8	11.3%	85.1	9.3%	188.9	10.3%
Artesia Blvd. @ Kingsdale Ave.	45.6	5.0%	64.9	7.1%	110.5	6.0%
Diamond St. @ Helberta Ave.**	0.4	0.0%	103.1	11.2%	103.5	5.6%
Artesia Blvd. @ Mackay Ln.	58.4	6.4%	51.8	5.6%	110.2	6.0%
Artesia Blvd. @ Rindge Ln.	32.8	3.6%	27.1	2.9%	59.8	3.3%
Total Percent of Avg Total Activity at Top Stops		51.9%		62.3%		57.1%

There were eight stops that each had less than 0.5% of the average daily boardings and alightings on Route 102 in FY17, as shown in Table 5. With one exception, these stops were all along either Redondo Beach Blvd. near the Greenline Station, or on Vail Avenue. The one exception was at Artesia Blvd. and Inglewood Ave.

Table 5. FY17 Route 102 Stops With Half a Percent or Less of Total Average Daily Boardings and Alightings

STOP DESCRIPTION	Weighted Northbound + Southbound					
	Average Daily Boardings	%	Average Daily Alightings	%	Average Daily Total Activity	%
Redondo Beach Ave. @ Manhattan Beach Blvd.	3.6	0.4%	4.9	0.5%	8.5	0.5%
Vail Ave. @ Bataan Rd.	7.2	0.8%	0.8	0.1%	8.0	0.4%
Redondo Beach Ave. @ Space Park Drive	6.1	0.7%	1.7	0.2%	7.8	0.4%
Vail Ave. @ May Ave.	0.8	0.1%	5.0	0.5%	5.8	0.3%
Artesia Blvd. @ Inglewood Ave.	1.9	0.2%	3.0	0.3%	5.0	0.3%
Redondo Beach Ave. @ Marine Ave.	3.1	0.3%	0.0	0.0%	3.1	0.2%
Vail Ave. @ Pinckard Ave.	0.8	0.1%	1.1	0.1%	1.9	0.1%
Redondo Beach Ave. @ Santa Fe Ave.	0.3	0.0%	0.3	0.0%	0.6	0.0%
Total Percent of Avg Total Activity at Top Stops		2.2%		1.3%		1.8%

Figure 1 presents a graphic representation of the weighted boarding and alightings by stop for Route 102 in FY17.

Route 109

Route 109 runs north from Via Valencia in Redondo Beach Rivera Village to the LAX City Bus Center in El Segundo, roughly following the Pacific Coast Highway north through Hermosa Beach and Manhattan Beach to El Segundo, with a one-way loop around the Manhattan Village Mall and the Greenline Douglas Station. The stop analysis in Table 6 presents the weighted boardings and alightings for 72 paired northbound and southbound tops, five unpaired northbound stops and five unpaired southbound stops.

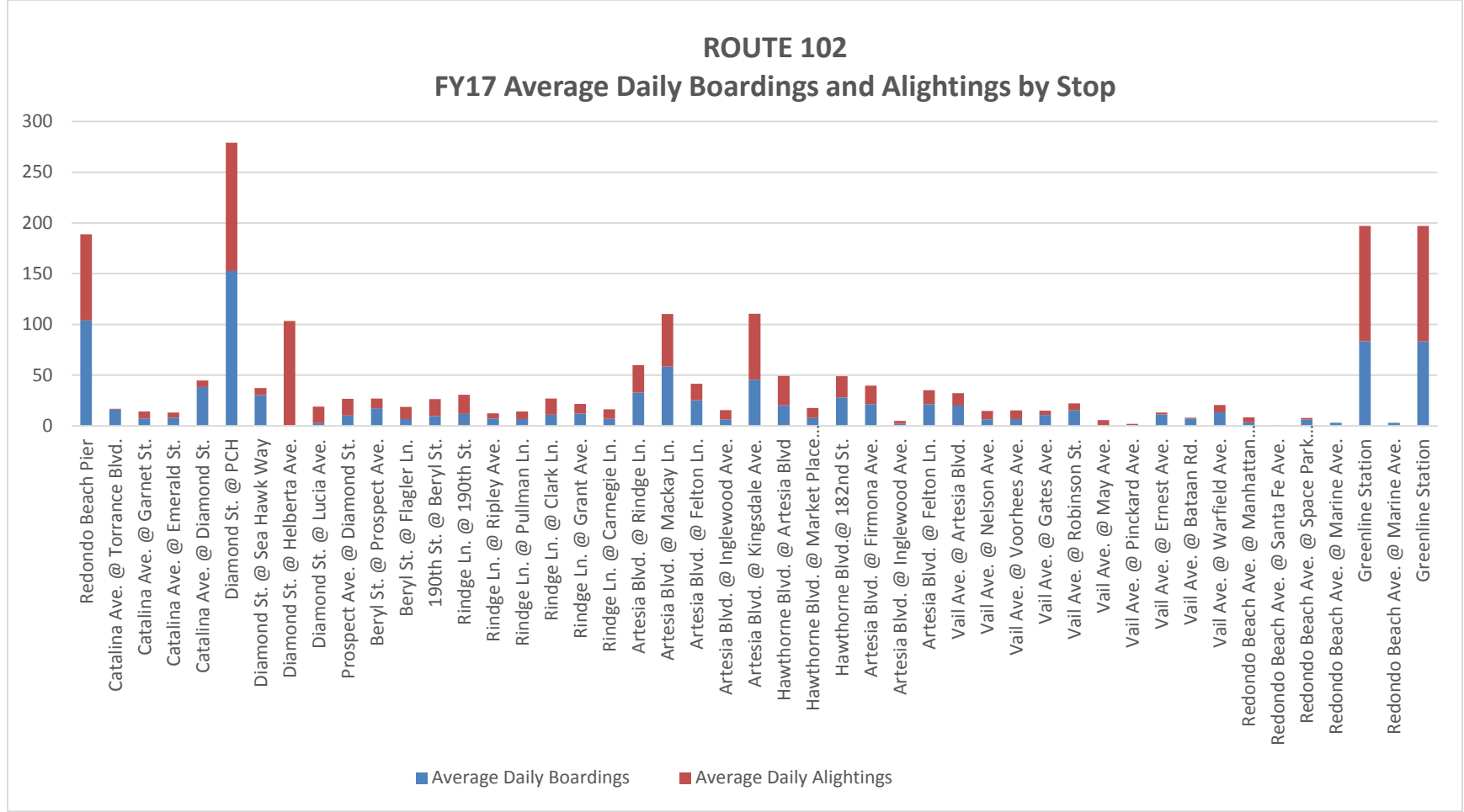


Table 6. FY17 Route 109 Average Daily Boardings and Alightings

STOP ID#		STOP DESCRIPTION	Northbound + Southbound					
NB	SB		Average Daily Boardings	%	Average Daily Alightings	%	Total Activity	%
101	101	Palos Verdes Bl. / Via Valencia	37.6	3.1%	47.7	3.9%	85.4	3.5%
102	267	Catalina Ave. / Elena Ave.	9.0	0.7%	13.9	1.1%	22.9	0.9%
103		Catalina Ave. / Avenue I	11.9	1.0%	0.0	0.0%	11.9	0.5%
104	266	Catalina Ave. / Avenue F	3.6	0.3%	0.9	0.1%	4.6	0.2%
105	265	Catalina Ave. / Avenue C	2.9	0.2%	2.0	0.2%	4.9	0.2%
106	264	Catalina Ave. / Knob Hill Ave.	10.3	0.8%	3.6	0.3%	13.9	0.6%
107	263	Catalina Ave. / Topaz St.	0.5	0.0%	0.8	0.1%	1.3	0.1%
108	262	Catalina Ave. / Sapphire St.	5.6	0.5%	5.4	0.4%	11.0	0.5%
109	261	Catalina Ave. / Pearl St.	2.1	0.2%	4.4	0.4%	6.5	0.3%
302	260	Catalina Ave. / Torrance Blvd.	45.8	3.8%	32.3	2.7%	78.1	3.2%
303	428	Catalina Ave. / Garnet St.	1.5	0.1%	4.6	0.4%	6.0	0.2%
304	427	Catalina Ave. / Emerald St.	2.9	0.2%	1.2	0.1%	4.1	0.2%
305	259	Catalina Ave. / Diamond St.	5.9	0.5%	16.2	1.3%	22.1	0.9%
110	258	Catalina Ave. / Carnelian St.	2.1	0.2%	0.9	0.1%	3.0	0.1%
	257	Catalina Ave. / Beryl St.	1.2	0.1%	2.3	0.2%	3.6	0.1%
111	256	Beryl St. / Harbor Dr.	14.2	1.2%	15.5	1.3%	29.7	1.2%
112		Hermosa Ave. / 2nd St.	2.0	0.2%	2.3	0.2%	4.3	0.2%
	255	Harbor Dr. / Yacht Club Wy.	1.6	0.1%	1.5	0.1%	3.1	0.1%
113	254	Hermosa Ave. / 2nd St.	10.7	0.9%	9.3	0.8%	20.0	0.8%
114	253	Hermosa Ave. / 6th St.	5.8	0.5%	1.6	0.1%	7.4	0.3%
115	252	Hermosa Ave. / 8th St.	2.4	0.2%	4.5	0.4%	6.9	0.3%
116	251	Hermosa Ave. / 10th St.	52.5	4.3%	30.4	2.5%	82.8	3.4%
117	250	Hermosa Ave. / 16th St.	17.1	1.4%	10.1	0.8%	27.2	1.1%
118	249	Hermosa Ave. / 19th St.	3.8	0.3%	2.6	0.2%	6.4	0.3%
119	248	Hermosa Ave. / 22nd St.	5.8	0.5%	5.8	0.5%	11.6	0.5%
120	247	Hermosa Ave. / 26th St.	4.0	0.3%	1.9	0.2%	5.8	0.2%
	246	Manhattan Ave. / 27th St.	1.0	0.1%	2.0	0.2%	3.0	0.1%
121	245	Manhattan Ave. / Longfellow Ave.	3.9	0.3%	2.9	0.2%	6.8	0.3%
122	244	Manhattan Ave. / 1st St.	6.6	0.5%	2.4	0.2%	9.0	0.4%
123	243	Manhattan Ave. / 4th St.	9.8	0.8%	6.3	0.5%	16.1	0.7%
124	242	Manhattan Ave. / 10th St.	30.7	2.5%	24.7	2.0%	55.4	2.3%
125	241	Highland Ave. / Fourteenth St.	55.0	4.5%	67.4	5.5%	122.4	5.0%
126	240	Highland Ave. / 18th St.	4.8	0.4%	3.8	0.3%	8.6	0.4%
127	239	Highland Ave. / Marine Ave.	8.9	0.7%	8.6	0.7%	17.5	0.7%
128	238	Highland Ave. / 26th St.	9.4	0.8%	10.4	0.9%	19.8	0.8%
129	237	Highland Ave. / 30th St.	5.8	0.5%	7.1	0.6%	12.9	0.5%
130	236	Highland Ave. / 33rd St.	9.9	0.8%	25.7	2.1%	35.5	1.5%
131		Highland Ave. / Rosecrans Ave.	9.6	0.8%	2.8	0.2%	12.4	0.5%
132		Rosecrans Ave. / Alma Ave.	13.7	1.1%	0.8	0.1%	14.4	0.6%
133	235	Rosecrans Ave. / Blanche Rd.	7.4	0.6%	7.8	0.6%	15.2	0.6%
134	234	Rosecrans Ave. / Pacific Ave.	6.0	0.5%	5.1	0.4%	11.1	0.5%
135	233	Rosecrans Ave. / Walnut Ave.	2.6	0.2%	2.5	0.2%	5.0	0.2%
136	136	Rosecrans Ave. / Sepulveda Blvd. (Frys)	16.0	1.3%	14.7	1.2%	30.6	1.3%
137	137	Parkview Ave. / Village Dr.	5.9	0.5%	8.3	0.7%	14.3	0.6%
138	138	Apollo / Rosecrans Ave.	1.9	0.2%	8.7	0.7%	10.6	0.4%
139	139	Douglas St. / Park Place	122.2	10.1%	223.2	18.4%	345.4	14.2%
140	140	Rosecrans Ave. / Nash St.	6.6	0.5%	2.7	0.2%	9.3	0.4%
141	141	Rosecrans Ave. / Village Dr.	3.6	0.3%	5.3	0.4%	9.0	0.4%
	232	Rosecrans Ave. / Sepulveda Blvd. (Frys)	8.5	0.7%	1.6	0.1%	10.2	0.4%
142	231	Park Place / Plaza El Segundo	10.8	0.9%	11.0	0.9%	21.8	0.9%
143	230	Sepulveda Blvd. / El Segundo Blvd.	10.6	0.9%	4.0	0.3%	14.6	0.6%
144	229	Grand Ave. / Sepulveda Blvd.	13.8	1.1%	15.8	1.3%	29.7	1.2%

Table 6. FY17 Route 109 Average Daily Boardings and Alightings (Continued)

STOP ID#		STOP DESCRIPTION	Northbound + Southbound					
NB	SB		Average Daily Boardings	%	Average Daily Alightings	%	Total Activity	%
145	228	Grand Ave. / Kansas St.	2.9	0.2%	3.6	0.3%	6.5	0.3%
146	227	Grand Ave. / Center St.	0.7	0.1%	6.9	0.6%	7.6	0.3%
147	226	Grand Ave. / Lomita St.	10.8	0.9%	7.0	0.6%	17.8	0.7%
148	225	Grand Ave. / Sheldon St.	5.9	0.5%	6.0	0.5%	11.9	0.5%
149	224	Grand Ave. / Eucalyptus Dr.	7.3	0.6%	15.0	1.2%	22.3	0.9%
	223	Grand Ave. / Main St.	7.1	0.6%	11.7	1.0%	18.9	0.8%
150	222	Main St. / Holly Ave.	51.6	4.2%	42.7	3.5%	94.2	3.9%
151	221	Main St. / Mariposa.	14.4	1.2%	12.7	1.0%	27.1	1.1%
152	220	Main St. / Oak Ave.	4.9	0.4%	4.2	0.3%	9.1	0.4%
153	219	Main St. / Walnut Ave.	3.0	0.2%	4.7	0.4%	7.7	0.3%
154	218	Main St. / Imperial Ave.	17.6	1.5%	26.8	2.2%	44.4	1.8%
155	217	Imperial Ave. / Eucalyptus Dr.	5.2	0.4%	9.9	0.8%	15.0	0.6%
156	216	Imperial Ave. / Sheldon St.	4.5	0.4%	6.4	0.5%	10.9	0.4%
157	215	Imperial Ave. / McCarthy Ct.	12.2	1.0%	79.5	6.5%	91.7	3.8%
158	214	Imperial Ave. / Center St.	8.1	0.7%	5.6	0.5%	13.7	0.6%
159	213	California St. / Imperial Ave.	13.4	1.1%	8.0	0.7%	21.4	0.9%
160		Imperial Hwy. / California St.	6.1	0.5%	0.7	0.1%	6.8	0.3%
161	212	Imperial Hwy. / Sepulveda Blvd.	11.3	0.9%	9.7	0.8%	21.0	0.9%
162	211	Imperial Hwy. / Hughes Wy.	1.4	0.1%	0.7	0.1%	2.1	0.1%
163	210	Imperial Hwy. / Nash St.	4.0	0.3%	3.0	0.2%	7.0	0.3%
164	209	Imperial Hwy. / Douglas St.	3.6	0.3%	3.4	0.3%	7.0	0.3%
165	165	Aviation Station / Bus Bay 3	195.3	16.1%	166.7	13.7%	361.9	14.9%
166	208	Airport Blvd. / Century Blvd.	0.7	0.1%	1.9	0.2%	2.6	0.1%
167	207	Aviation Blvd. / 111th St.	4.3	0.4%	0.7	0.1%	5.0	0.2%
168	206	Aviation Blvd. / 104th St.	0.9	0.1%	0.5	0.0%	1.4	0.1%
169	205	Century Blvd. / Aviation Blvd.	14.6	1.2%	7.6	0.6%	22.2	0.9%
170	204	Century Blvd. / International Rd.	12.1	1.0%	5.7	0.5%	17.8	0.7%
171	203	Airport Blvd. / Century Blvd.	17.2	1.4%	3.1	0.3%	20.2	0.8%
172	202	96th St. / Airport Blvd.	15.6	1.3%	7.8	0.6%	23.4	1.0%
201	201	LAX Transit Center / Bus Bay 6	110.5	9.1%	55.4	4.6%	166.0	6.8%
TOTAL WEIGHTED ACTIVITY			1214.9	100.0%	1214.9	100.0%	2430	100.0%

Roughly half of the Route 109 ridership (55.5%) was due to the average daily rider activity (boardings plus alightings) at the eight stops shown in Table 7. The largest volume of both boardings and alightings were near the two Greenline Stations at Aviation and at Douglas Street. The next largest stops for boardings were the LAX Transit Center, followed by Highland and Fourteenth Street in downtown Manhattan Beach and Hermosa Ave, at Tenth Street in Hermosa Beach. For alightings, the next largest stops were Imperial Ave. and McCarthy Street in El Segundo, followed by Highland and Fourteenth Street and then the LAX Transit Center.

Table 7. FY17 Route 109 Top Stops for Average Daily Boardings and Alightings

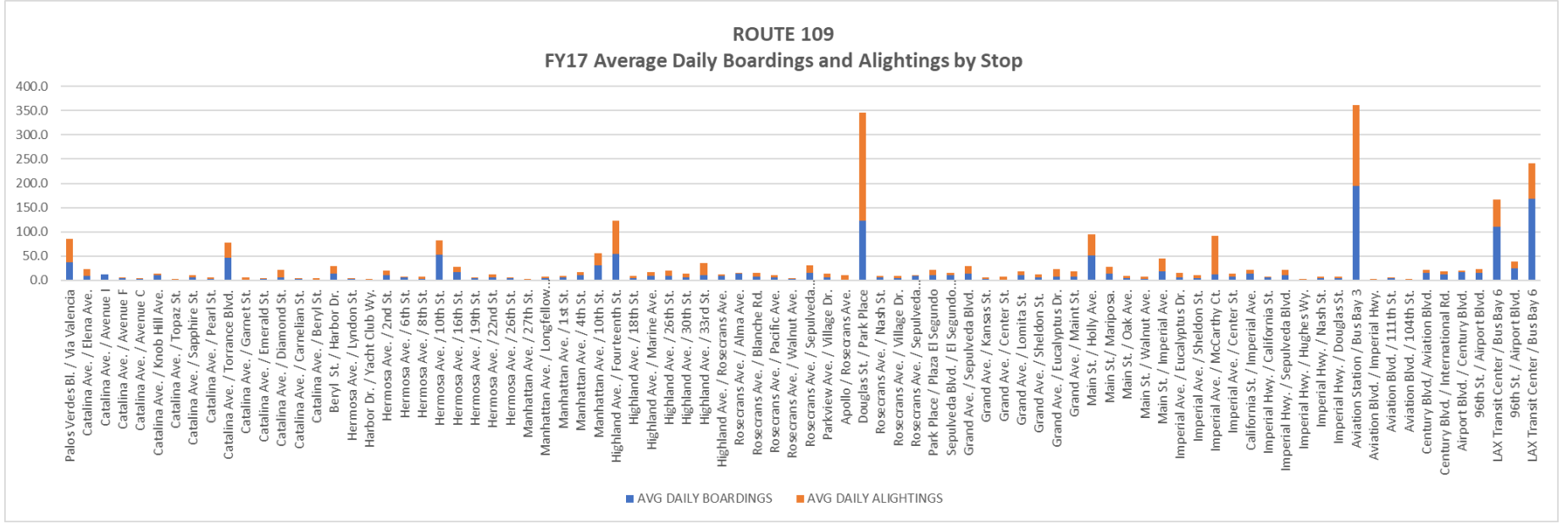
STOP DESCRIPTION	109 Weighted Northbound + Southbound					
	Average Daily Boardings	%	Average Daily Alightings	%	Average Daily Total Activity	%
Aviation Station / Bus Bay 3	195.3	16.1%	166.7	13.7%	361.9	14.9%
Douglas St. / Park Place	122.2	10.1%	223.2	18.4%	345.4	14.2%
LAX Transit Center / Bus Bay 6	110.5	9.1%	55.4	4.6%	166.0	6.8%
Highland Ave. / Fourteenth St.	55.0	4.5%	67.4	5.5%	122.4	5.0%
Main St. / Holly Ave.	51.6	4.2%	42.7	3.5%	94.2	3.9%
Imperial Ave. / McCarthy Ct.	12.2	1.0%	79.5	6.5%	91.7	3.8%
Palos Verdes Bl. / Via Valencia	37.6	3.1%	47.7	3.9%	85.4	3.5%
Hermosa Ave. / 10th St.	52.5	4.3%	30.4	2.5%	82.8	3.4%
Total Percent of Avg Total Activity at Top Stops		52.4%		58.7%		55.5%

Given that Route 109 is a longer route with more stops, it is not surprising that it has more stops with little activity than Route 102. Table 8 lists the 16 stops that had less than 0.2% of average daily ridership activity on Route 109 for FY17. Only three of these stops were unpaired stops, as shown by asterisks next to the stop name. Seven of these low volume stops were along Catalina Avenue in Redondo Beach.

Table 8. FY17 Route 109 Stops with Two-Tenths a Percent or Less of Total Average Daily Boardings and Alightings

STOP DESCRIPTION	109 Weighted Northbound + Southbound					
	Average Daily Boardings	%	Average Daily Alightings	%	Average Daily Total Activity	%
Catalina Ave. / Garnet St.	1.5	0.1%	4.6	0.4%	6.0	0.2%
Hermosa Ave. / 26th St.	4.0	0.3%	1.9	0.2%	5.8	0.2%
Aviation Blvd. / 111th St.	4.3	0.4%	0.7	0.1%	5.0	0.2%
Rosecrans Ave. / Walnut Ave.	2.6	0.2%	2.5	0.2%	5.0	0.2%
Catalina Ave. / Avenue C	2.9	0.2%	2.0	0.2%	4.9	0.2%
Catalina Ave. / Avenue F	3.6	0.3%	0.9	0.1%	4.6	0.2%
Hermosa Ave. / 2nd St.*	2.0	0.2%	2.3	0.2%	4.3	0.2%
Catalina Ave. / Emerald St.	2.9	0.2%	1.2	0.1%	4.1	0.2%
Catalina Ave. / Beryl St.*	1.2	0.1%	2.3	0.2%	3.6	0.1%
Harbor Dr. / Yacht Club Wy.*	1.6	0.1%	1.5	0.1%	3.1	0.1%
Catalina Ave. / Carnelian St.	2.1	0.2%	0.9	0.1%	3.0	0.1%
Manhattan Ave. / 27th St.*	1.0	0.1%	2.0	0.2%	3.0	0.1%
Airport Blvd. / Century Blvd.	0.7	0.1%	1.9	0.2%	2.6	0.1%
Imperial Hwy. / Hughes Wy.	1.4	0.1%	0.7	0.1%	2.1	0.1%
Aviation Blvd. / 104th St.	0.9	0.1%	0.5	0.0%	1.4	0.1%
Catalina Ave. / Topaz St.	0.5	0.0%	0.8	0.1%	1.3	0.1%
Total Percent of Avg Total Activity at Lowest Volume Stops		2.7%		2.2%		2.5%

Figure 2 presents a graphic representation of the average daily weighted boardings and alightings by stop for Route 109.



Ridership by Time Periods

Ridership was reviewed by time periods (peak and off-peak) during weekdays, Saturdays and Sundays by Route and by route direction. Peak was defined as sampled trips with run start times before 9:00 am or between 3:59 pm and 7:00 pm. Off-peak was defined as sampled trips with run start times between 9:00 am and 4:00 pm, and after 6:59 pm.

Table 9 presents the weighted annual ridership by route, by time periods. Both routes carry the most riders northbound in the weekday off-peak, between 9 am and 4 pm. The largest portion of the remaining ridership was southbound on both routes during the weekday peak before 9 am. The lowest ridership was on Route 102 in the off-peak time after 7 pm, only 1.9% of all Route 102 riders and 0.9% of all system riders. Systemwide, Route 102 also had lower ridership on Sundays (2.2% of the system total).

Table 9. Weighted Annual Ridership by Time Periods for Weekdays, Saturdays and Sundays

By Route	Weekdays						Weekday Total	Saturday	Sunday	Total
	Peak			Off-Peak						
	Before 9 am	4 pm -7 pm	Peak Total	9 am - 4 pm	After 7 pm	Off-Peak Total				
Route 102										
Southbound Riders	46937	6423	53360	16446	1270	17716	71077	2982	2635	76693
Northbound Riders	7482	15528	23010	67900	2188	70088	93098	8023	1395	102517
Total	54419	21951	76370	84346	3459	87805	164175	11005	4030	179210
Percent	30.4%	12.2%	42.6%	47.1%	1.9%	49.0%	91.6%	6.1%	2.2%	100%
Route 109										
Southbound Riders	30879	13506	44385	23323	4224	27547	71933	12574	7793	92299
Northbound Riders	17790	13982	31772	49680	4938	54619	86390	5364	6014	97769
Total	48669	27488	76157	73004	9163	82166	158323	17938	13807	190068
Percent	25.6%	14.5%	40.1%	38.4%	4.8%	43.2%	83.3%	9.4%	7.3%	100%
System Total										
Total	103088	49439	152527	157350	12621	169971	322498	28943	17837	369278
Percent	27.9%	13.4%	41.3%	42.6%	3.4%	46.0%	87.3%	7.8%	4.8%	100.0%

Source Files and Raw Data

The source file for the tables and graphs in this report are in the file embedded below. The raw data files will be emailed separately.



FY17 Stop Analyses -
 Tables Source Filesv2.

Please do not hesitate to contact me at 310-828-3649 or email me at cstecher@earthlink.net should you have questions about this report.

Cordially,

Cheryl Stecher, Ph.D.
 President

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Sanford Taylor, Information Technology Director
Steve S. Charelian, Interim Finance Director
Teresia Zadroga-Haase, Human Resources Director
Anne McIntosh, Community Development Director
Leilani Emnace, Information Systems Manager
Gwen Eng, Purchasing Manager

SUBJECT:

Resolution No. 18-0030 Awarding a Five-Year Contract to Tyler Technologies for Munis Enterprise Resource Planning Solution Not-to-Exceed \$1,192,762; and Resolution No. 18-0031 Awarding a Five-Year Contract to Tyler Technologies for EnerGov Permitting Platform Not-to-Exceed \$552,505 (Information Technology Director Taylor).

ADOPT RESOLUTION NOS. 18-0030 AND 18-0031

RECOMMENDATION:

Staff recommends that the City Council take the following actions with respect to these proposed projects:

Enterprise Resource Planning

- a) Adopt Resolution No. 18-0030 approving a five-year agreement with Tyler Technologies to provide Munis Enterprise Resource Planning (ERP) with an estimated total value of \$1,192,762; and
- b) Authorize the City Manager to extend the term of the agreement for up to two additional one-year periods, if deemed in the City's best interest.

Permitting Solution

- a) Adopt Resolution No. 18-0031 approving a five-year agreement with Tyler Technologies to provide the EnerGov permitting solution with an estimated total value of \$552,505; and
- b) Authorize the City Manager to extend the term of the agreement for up to two additional

one-year periods, if deemed in the City's best interest.

FISCAL IMPLICATIONS:

Enterprise Resource Planning (Tyler - Munis)

The total ERP project cost over the five-year term is estimated to be \$1,267,262. This amount includes \$1,192,762 to Tyler Technologies for Munis ERP software licenses, implementation, conversion and maintenance fees. Also included is a contingency of \$74,500 for a third-party project management professional services firm as a contingency if needed (no firm is being selected, or contract awarded, at this time).

Tyler Technologies ERP contract amount of \$1,192,762 contains \$675,516 in software, conversion and implementation costs, and \$517,246 in annual maintenance fees (these charges are for technical support, software updates, and upgrades) over the five-year term. The maintenance fees for the first year are waived. The maintenance fees for years 2-5 are, on average, \$130,000 annually and will be budgeted accordingly.

Permitting Solution (Tyler - EnerGov)

The total Permitting Solution project cost is estimated to be \$552,505. This amount includes \$365,415 for software, conversion and implementation costs, and \$187,090 for annual maintenance fees over the five-year term. The maintenance fees for the first year are waived. The maintenance fees for years 2-5 are on average \$47,000 annually and will be budgeted accordingly.

BACKGROUND:

Enterprise Resource Planning

The City of Manhattan Beach currently utilizes Tyler Technologies' Eden Financial, Human Resources, and Payroll Software ("Eden"). This solution was first implemented in 1997. Throughout the years, several enhancements and modules have been added including the recent implementation of Tyler Technologies' cashiering solution. Current Eden Financial modules include:

- General Ledger
- Payroll
- Budgeting
- Accounts Payable
- Accounts Receivable
- Cashiering
- Purchasing
- Utility Billing (Water/Sewer, Refuse)
- Business/Animal Licensing

The Eden Human Resources (HR) functions being utilized include:

- Employee Maintenance
- Performance Evaluation Management

- Benefit Enrollment
- Employee History
- Training records

Staff has determined that additional investments in these systems for project accounting, fixed assets, inventory, applicant tracking, transparency, and electronic workflows are needed as recommended in the Information Systems Master Plan (ISMP). However, before committing to these investments, staff concluded that an evaluation of the existing Eden platform was necessary, as well as a review of alternative solutions to ensure that the City is operating efficiently and keeping up-to-date with current technological advances.

Once it became evident that Tyler Technologies would no longer be developing enhancements for the Eden product, staff issued a RFP for a technology consultant to assist in the evaluation of alternative solutions. In July 2016, City Council awarded a contract to Nexlevel, an independent software selection consultant firm, to assess and provide recommendations for an Enterprise Resource Planning system.

The vendor conducted interviews with representatives from all departments and produced a Needs Assessment. This included a list of functional and technical requirements for the ERP platform, a review of existing business processes, recommendations of best practices and process improvement, and a review of system integrations with current software applications used by the City. RFP #1123-17 incorporated the results of the Needs Assessment ensuring the proposed system addresses current and future City needs to further streamline, automate, and enhance business processes across the organization.

Permitting Solution

The City has been utilizing its current permitting solution, Permits Plus, for more than 24 years. In 1999, Accela, Inc. acquired the Permits Plus system. The system is at the end of its lifecycle with no system updates since 2014.

In February 2014, the City Council awarded a contract to Accela for Accela Automation permitting solution. Accela Automation implementation began in March 2014 with an aggressive 18-month project schedule. It was determined that continuing the implementation would require a significant amount of additional funding. Staff presented project options during the City Council meeting on November 1, 2016. The City Council directed staff to issue a RFP for a permitting software solution and forgo the initial implementation of Accela Automation due to lack of resources (loss of four of the six staff members that made up the internal Accela Core Team), insufficient scope of work, changes in leadership, and over-promised original project deliverables by the vendor.

In January 2017, Community Development and Information Technology issued RFP #1111-17 for an Automated Permitting System Software and Services solution. After a thorough review of the four proposals received, Community Development and Information Technology identified a shortlist of vendors including ViewPoint, MaintStar and Ingram Kern Consulting (an Accela reseller and partner). Product demonstrations and site visits determined these solutions were not fully developed or did not meet the City requirements (i.e. lacking citizen online portal and staff offline mobile application access or cost prohibitive). Subsequently, after identifying

additional system sources, the City issued RFP #1139-18 for Automated Permitting System Software and Services Solution in October 2017.

DISCUSSION:

Enterprise Resource Planning

The City received five proposals (RFP #1123-17) from the following vendors (Attachment 3):

- Tyler Technologies
- Harris ERP
- Superion, LLC
- Fast Forward (Robert Bowens)
- Brightpoint Infotech

To ensure the selected solution is the best fit for the City business needs, the vendor proposals were extensively evaluated using the following criteria: prerequisites, compliance, offered features and services, technical capabilities, integration with current City systems, services, and purchase price. After thorough review and assessment, the City identified the top two finalists, Tyler Technologies and Harris. The vendors were invited to present a scripted product demo attended by representatives from each City department. The demonstration script was specifically tailored to meet the City's business requirements so that the vendor presentations were in a comparable format. Additionally, City representatives conducted site visits to local municipalities (Culver City and Chino) to not only observe the system in use, but also to survey the organizations about vendor and system performance and implementation experience.

Based on the proposal evaluations, software demonstrations, reference checks, and additional due diligence review, Tyler Technologies' Munis ERP solution was selected as the best suited to meet the City's needs. The vendor has been providing public sector solutions for more than 30 years. The selected Munis system is currently installed or being implemented in more than 70 public sector organizations throughout the State of California, including the cities of Rancho Palos Verdes, Long Beach, Newport Beach, Pasadena, Carson, and Chino Hills.

The proposed solution offers a balanced approach between function and technology advancements consistent with the City's requirements. In addition, substantial cost savings are offered by utilizing Tyler's Evergreen Development Philosophy (perpetual upgrade process), which applies not only toward the replacement of existing Eden modules with similar Munis modules at no additional charge to the City, but also for future system module enhancements and/or upgrades as part of the system's annual maintenance.

Tyler Technologies' Munis ERP Financial software offers many benefits including:

- Enhanced Financial and Human Resources versions of the modules currently used in Eden platform with improved search/drill-down/drill-across functionality and modern, user-friendly interfaces
- Added core modules:
 - Citizen Self Service: Provides residents with web-based access to municipal

- services like viewing / paying bills and permit applications; allows a single payment or shopping cart for multiple bills
- Transparency Portal: Provides increased transparency by delivering meaningful financial information to the public; organizes the data into graphs and charts and filters by category, department, function, or fund
- Recruiting: Allows online applications, applicant tracking, and an interview self-scheduling functionality
- Capital Assets: Tracks investments in fixed assets, assists with capital planning replacement and enhancements, calculates depreciation (all critical tasks currently done in Excel)
- Contract Management: Allows contract creation and approval, tracks insurance information and has multi-year contract capabilities
- Inventory: Reports and tracks all inventory and costs; integrates with handheld scanners to barcode and issue inventory (all critical tasks currently done in dBase)
- Project and Grant Accounting: Allows multi-year tracking of budgets, expenditures, and revenues for capital improvement projects, grants, and special programs (all critical tasks currently done in Excel)
- Employee self-service function for HR and Payroll modules
- Enhanced electronic workflow management capabilities for all core modules and integration of modules
- Integration with Microsoft Excel (seamless download/upload capabilities) and Outlook for electronic workflow routing
- Integration with existing external City systems, i.e. Neptune (water meters), ActiveNet (Parks and Recreation class registration system), Telestaff (Fire automated scheduling software), Delta Dental (dental benefits carrier), ESRI GIS (mapping and spatial data analytics software), RTA (Public Works fleet management software), etc.
- Compliance with National Institute of Standards and Technology (NIST) security standards

Currently, Eden Financial software annual maintenance is \$68,458 with average yearly increases of 6%. Munis ERP support costs with a 5% estimated annual increase for the next 5 years is estimated as:

- Year 1 - No maintenance charge for the first year
- Year 2 - \$120,259
- Year 3 - \$126,097
- Year 4 - \$132,227
- Year 5 - \$138,663

The ERP yearly maintenance cost is allocated between the IT Fund (about 83%) and the Enterprise Funds (estimated 17% for water, sewer, refuse, and parking activities). The increased cost of Munis maintenance is due to additional, new core modules not currently owned by the City such as Capital Assets, Contract Management, Inventory Management, Project and Grant Accounting, Human Resources Applicant Recruiting, Content Manager, and Transparency Portal.

System Requirements (ERP and Permitting)

Information Technology has identified the system requirements as follows:

- Servers (Munis up to 250 users; EnerGov up to 100 users): Munis ERP requires eight servers (four production servers; four testing/training servers); EnerGov Permitting requires eight servers as well (four production servers; four testing/training servers). The approximate cost for the hardware is \$17,000, which will be accommodated by the Information Technology budget; the servers will be virtualized and included in the virtual server environment.
- Storage: IT Fiscal Year 2018-2019 budget includes the replacement of the enterprise Storage Area Network (SAN) and backup solution to accommodate the current and future City network growth including ERP and Permitting systems. The estimated projects fixed cost for storage is \$30,000.
- Software (Munis up to 250 users; EnerGov up to 100 users): The approximate cost for the related Munis and EnerGov server software is \$24,300.

In total, the approximate cost for the necessary servers, storage and software to host Munis ERP and EnerGov Permitting solutions on site is \$71,300, which has been included in the FY 2018-19 budget (these items will be purchased under separate contracts).

ERP Dedicated Resources

During site visits to similar local government agencies currently using the proposed Munis solution, the need for experienced project staff was evident as they explained their implementation processes. Even though Tyler Technologies uses a reliable implementation methodology and seasoned product expert teams, the success of the ERP implementation is ultimately dependent upon committed internal staffing resources from start to finish to ensure a strong foundation and functionality going forward.

The Information Technology Director will serve as the Project Manager with support from the IT Senior Management Analyst and IT Analyst. The Finance Director and Human Resources Director will be the system administrators for the ERP. The Directors will not only ensure consistency across all ERP modules by providing administrative oversight, but also ensure that established policies and practices are maintained and deliverables are completed.

The following staff resources have also been identified as crucial for the project:

- **ERP implementation team:** This team includes the Finance Director, Controller, Senior Financial Analyst, Revenue Services Manager, Purchasing Manager, Senior Accountant, Revenue Services Specialist, Human Resources Director, Human Resources Manager and Human Resources staff. These team members are considered “super users” who have expert knowledge of the current systems and processes, and will be expected to have that role in the new system. These users understand the strengths and weakness of the current system and are in an ideal position to ensure that there is improved functionality in the new system. In addition, given their backgrounds, the team will have a key role in data mapping and conversion. Initially, emphasis will be on timely and functional implementation of the general ledger and payroll modules since those functions are mission critical.

- **Senior Financial Analyst:** An upgrade to the current full-time Financial Analyst position was approved with the adoption of the FY 2018-2019 Budget. Reporting directly to the Finance Director, the Senior Financial Analyst will serve as the ERP project coordinator and be responsible for working directly with Munis personnel to develop the implementation plan, communicate the plan to internal staff and disseminate information to the internal implementation team through each phase. Responsibilities include, but are not limited to system management, integration, and support; workflow customization and configuration; maintaining timelines; data input and testing; securing support from key subject matter experts; coordination and integration of business requirements into the City's financial system(s); and review of accuracy and integrity of information produced by the City's financial system. Additionally, the Senior Financial Analyst will continue with high-level financial analysis, including budget development, investments, audit and CAFR preparation, financial policies/procedures and supervising the new Management Analyst which was approved in the FY 2018-2019 Budget.
- **Information Technology (IT) Analyst:** With the adoption of the FY 2018-2019 Budget, the IT Department converted a vacant full-time Network Administrator position into a full-time IT Analyst position at no additional cost. This position will serve as a shared resource for the implementation and maintenance of the Enterprise Resource Planning (ERP) system and Permitting solution due to the scale of the projects. The position is vital during system deployment and the production phase by ensuring the overall health and performance of the systems. The IT Analyst will assist with installation and maintenance of these software applications and others. The position will further help with design, development, testing/troubleshooting, and maintenance of the systems. On an ongoing basis, the IT Analyst will provide additional support related to other enterprise applications and/or services such as OnBase Document Management System support, upgrades, module implementations; client - server technology support, implementations, upgrades; network systems support, implementations, updates, replacements; web-based applications support, implementations, updates; SQL server and scripting, etc.

In some instances, public agencies utilize ERP Auxiliary Project Management Professional Services due to the scale and complexity of the Enterprise Resource Planning solution. This temporary external resource is used to complement and support the Project Manager during project implementation to add broader perspective and comprehensive financial expertise from past ERP deployments. This resource typically provides initial project guidance on industry best practices for ERP systems configuration and deployments, assists with project scope of work and deliverables review, ensures maximized use of available resources, identifies project risks and recommends mitigation strategies, and is helpful in identifying gaps in the implementation approach.

At this time, staff believes that with the recent upgrade of the Financial Analyst to Senior Financial Analyst (with the purpose to support the ERP implementation among other tasks), and the addition of a lower level Management Analyst in Finance to assist with budget, audit and other core functions, staffing is sufficient to meet ERP implementation needs for the Finance department (which represents the bulk of the ERP system). However, if at a later date, staff determines that additional assistance in the form of ERP Auxiliary Project Management Professional Services are necessary, staff will solicit proposals and contract for such services

(included in the project budget). If the amount exceeds the City Manager's authority, staff will return to City Council for authorization to contract for those ancillary services.

The Munis product supports the City's mission to provide exemplary municipal services to the community through streamlining and automating business practices and approval processes. The system brings a more effective, cost-efficient and connected process that translates into enhanced collaboration and government transparency. As a result, staff recommends that the City Council: a) adopt Resolution No. 18-0030 approving a five-year agreement with Tyler Technologies for the Munis Enterprise Resource Planning solution with an estimated total cost of \$1,192,762; and b) authorize the City Manager to extend the term of the agreement for up to two additional one-year periods if deemed in the City's best interest.

Upon approval of the agreement, internal preparations for implementation of the new ERP system will begin. The projected timeline for full ERP system deployment is 30 to 36 months.

Permitting Solution

A contemporary enterprise-wide Permitting system provides business automation, improves business processes, supplies online public access and integrates with existing City systems throughout the enterprise. System benefits include:

- Improved customer service
- 24/7 access portal for customers/citizens
- eGovernment and web services with respect to the permitting process
- Increased transparency
- Field staff mobile application access
- Centralized databases and enterprise system integrations
- Streamlined workflows promoting staff efficiency

Three responses were received for the Automated Permitting Solution and Services RFP #1139-18 (Attachment 6). Vendor list included:

- Futurenet Group
- Tyler Technologies
- ViewPoint

All three vendors presented a product demo attended by Community Development and Information Technology department representatives. In addition, staff visited other cities to better understand the proposed system, examine the solution firsthand, and learn about their vendor experience. Based on extensive product evaluations, staff qualifications, software demonstrations, project management methodologies, reference checks, site visits and additional analysis, Tyler Technologies' EnerGov Permitting system was selected as the best suited and most cost-effective solution to address the City's current and future needs. The system will improve service delivery to residents/customers, as well as the overall user experience. It will increase efficiency in the organization by providing online public access,

improving workflow, centralizing data and processes in support of permit requests, inspections, and more.

EnerGov Automated Permitting solution highlights include:

- Web-based interaction between City and its customers/citizens
- Online permit, license, inspection, and citizen service requests
- Electronic plan review
- Enhanced workflow capabilities
- City GIS software integration
- A Microsoft-centric platform, including Outlook integration
- New field staff mobile application with real-time access to data and GIS while in the field which will also store and forward data when offline
- Integration with credit card processing
- Integration with Enterprise Resource Planning (ERP) business processes (i.e. accounting, business license, cashiering)

Permitting Application Dedicated City Resources

During the City Council meeting on November 1, 2016, it was indicated that the implementation of a new permitting solution would require dedicated staff to minimize the impact on the Building Department's one-stop-shop daily counter operations. Site visits to other organizations also confirmed the need for dedicated project staff as being instrumental for project success.

Over the past two years, Community Development has filled several vacant positions and is well-positioned to support the execution of a new permitting solution implementation. The Information Technology Director will lead the implementation as the project manager supported by the IT Senior Management Analyst and IT Analyst. The Building Official will be the system administrator for the Permitting application. As a result, staff is confident the project's timeline will be well managed leading to a successful and timely implementation.

Permitting Application Resource Roles

- **Building Services Analyst:** This position will be dedicated initially to the Permitting system implementation and management to secure a strong system foundation and performance. The Analyst will assist with management/coordination, integration, and support for the system between Community Development (Building, Code Enforcement, Planning, and Traffic Engineering) and other City departments. Responsibilities will include, but are not limited to strategic planning, system design agreements, and business processes; translation, coordination and integration of business requirements into the Permitting solution; ensuring the accuracy and integrity of the information produced by the City's Permitting system; reviewing existing environment and proposed enhancements, implementation, testing and training.

The City's current system, Permits Plus, does not support any automated processes for the Planning Division. This Analyst will be instrumental in developing all related workflows, permits, applications, variances and appeals.

Following the implementation, the Analyst will continue to be involved in maintaining the system, analyzing and developing additional process efficiencies, as well as providing

vital support to counter operations, streamlining permit intake and processing procedures. The position will also assist with developing, maintaining and improving the integration of various applications and permitting processes within the department and the many tasks associated with the one-stop-shop services at the Building counter. Additionally, the Analyst will support other Community Development assignments as required.

- **Information Technology (IT) Analyst:** As identified before, the IT Analyst was changed from an existing vacant Network Administrator position in the IT department with no cost and staff count changes. The position serves as a shared resource for the implementation and maintenance of the Permitting solution and Enterprise Resource Planning (ERP) system due to the scale and intensity of the projects. The IT Analyst is critical to accomplishing a strong project implementation and supporting system performance afterwards. The position supports other enterprise applications and/or services as needed such as server operating system, network technology, web-based applications, OnBase Document Management System, SQL server/scripting, etc.
- **Permitting Management Staff Technical Committee:** This is another vital project resource comprised of representatives from each impacted City department. It will include the Building Official from Community Development, City Engineer from Public Works, and Fire Marshal from the Fire Department, as well as other relevant staff. With their understanding and support for the cultural changes necessary, the Management Staff Technical Committee will be instrumental in the project's success and fostering its value throughout the organization. This Committee is a structural project component essential for the implementation and sustainability of the Permitting project objectives, management standards, structures and policies.
- **Permitting Subject Matter Experts Technical Committee:** Representatives from each division associated with the permitting process will provide the technical knowledge to develop efficient and coordinated workflows for the new applicant oriented permitting system. These experts will include personnel from divisions within Community Development, Public Works, Fire, and Finance.

The City's mission of excellent customer service is supported by EnerGov Permitting Solution through streamlining and automating business practices surrounding the permit application and approval process. The solution facilitates a progressive permit process that is more effective and cost-efficient, connects users to available data, assists with collaboration, and promotes transparency. The platform improves the user experience and increases productivity internally from desk to field, but more importantly provides enhanced and streamlined services for our building community.

In conclusion, staff recommends that the City Council: a) adopt Resolution No. 18-0031 approving a five-year agreement with Tyler Technologies to provide the Energov Permitting solution with an estimated total five-year cost of \$552,505; and b) authorize the City Manager to extend the term of the agreement for up to two additional one-year periods if deemed in the City's best interest.

Upon approval of this agreement, the implementation process of the new permitting system will start within four to six months after contract execution. The estimated project timeline is ten to fourteen months.

PUBLIC OUTREACH/INTEREST:

Both of the RFPs were advertised on the City's website as well as BidSync, a public bid notification board.

ENVIRONMENTAL REVIEW

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that there is no possibility that the activity may have a significant effect on the environment; therefore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW

Contract documents have been signed by the vendor and approved as to form by the City Attorney.

Attachments:

1. Resolution No. 18-0030
2. Agreement - Tyler Tech Munis Enterprise Resource Planning
3. RFP 1123-17 Enterprise Resource Planning System Bid Comparison
4. Resolution No. 18-0031
5. Agreement - Tyler Tech EnerGov Permitting/Land Management
6. RFP 1139-18 Automated Permitting System Bid Comparison

RESOLUTION NO. 18-0030

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN MANHATTAN BEACH AND TYLER TECHNOLOGIES FOR MUNIS ENTERPRISE RESOURCE PLANNING SOLUTION AND SERVICES

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City and Tyler Technologies dated _____, for Munis Enterprise Resource Planning (ERP) solution and services.

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 17th, 2018.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. ("Tyler") and the City of Manhattan Beach, California ("Client").

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Manhattan Beach, California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date of signature of the last party to sign the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.



- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Transparency Portal module set forth in the Investment Summary is licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the module will be suspended unless and until payment in full has been made.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, noncommercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

- 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. In no event shall we be paid more than the amount listed in the Investment Summary for professional services fees ("Maximum Compensation") without a mutually agreed to change order or addendum.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as



applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. No additional work shall be performed by Tyler unless the City of Manhattan Beach provide a written authorization.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;



- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b)

facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

5. DocOrigin. Notwithstanding any statement to the contrary in Exhibit D (DocOrigin EULA), we are authorized by the Developer to agree that the governing law and venue applicable to disputes directly between you and the Developer under Exhibit D shall be the laws of Texas and the courts of Dallas County, Texas, as opposed to the laws and courts of the Province of Ontario, Canada, as set forth in Section 8.4 of the DocOrigin EULA.

SECTION F INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order

listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification. We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.1 Our indemnifications and obligations under this Section H(2), or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. .

2.2 You do not, and shall not, waive any rights that you may possess against us because of the acceptance by you, or the deposit with you, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section H(2) shall apply regardless of whether or not any insurance policies are determined to be applicable to the liabilities, tax, assessment, penalty or interest asserted against you.

2.3 Our indemnifications and obligations under this Section H(2) shall survive the expiration or termination of this Agreement.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. Insurance.

5.1 During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000; (b) Automobile Liability of at least \$500,000 per accident for bodily injury and property damage; (c) Professional Liability of at least \$2,000,000 per



occurrence; (d) Workers Compensation as required by the State of California and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you and your officers, employees, agents and volunteers as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you and your officers, employees, agents and volunteers as an additional insured to our Excess/Umbrella Liability policy as well.

- 5.2 The insurance policies required under this Section H(5) shall be issued by an insurer admitted to write insurance in the State of California with a rating of A-:VII or better in the latest edition of the A.M. Best Insurance Rating Guide.
- 5.3 The Commercial General Liability and Automobile policies required under this Section H(5) shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to you for claims between the parties that arise out of this Agreement. Any insurance or self-insurance maintained by you, your officers, employees, agents or volunteers, shall be in excess of our insurance and shall not contribute with it.
- 5.4 The insurance policies required under this Section H(5) shall not prohibit us and our employees, agents or subcontractors from waiving the right of subrogation prior to a loss. We waive rights of subrogation on claims under our Commercial General Liability and Automobile policies and only to the extent those claims are between the parties and arise out of this Agreement and the damage or injury is not caused by you.
- 5.5 If any insurance policy required under this Section H(5) is canceled or reduced in coverage or limits, we shall, within thirty (30) business days of notice from the insurer, phone, fax or notify you via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- 5.6 Prior to the performance of this Agreement, we shall furnish your Risk Manager with a certificate or certificates of insurance evidencing and effecting the coverages required under this Section H(5). We shall provide proof to your Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage within a commercially reasonable timeframe following such renewal.
- 5.7 Our procurement of insurance shall not be construed as a limitation of our liability or as full performance of our duty to indemnify you under Section H(2) of this Agreement.
- 5.8 We shall require each of our subcontractors that perform under this Agreement to maintain insurance coverage that meets all of the requirements of this Section H(5).

SECTION I GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of



this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose



performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentation, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential



information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Rights to Migration Modules. When Tyler makes the Tyler Software listed in the Investment Summary (the "Evergreen Modules") licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such Migration Modules. The foregoing notwithstanding, upon payment of the annual "Eden Legacy Database Support" fee, the Client shall have view access rights to the Migration Modules for purposes of accessing the Client's historical Eden data. The current Eden Legacy Database Support fee is set forth in the Investment Summary and is payable according to the Invoicing and Payment Policy. The Client must maintain the



Migration Modules in their current environment. For as long as the Client pays the annual Eden Legacy Database Support fee, Tyler will provide the Client with limited maintenance and support services to address questions the Client may have regarding access to the Eden read-only database; such maintenance and support services do not include repairs or modifications to the read-only Eden database, software upgrades or updates, or bug fixes.

23. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|---|
| Exhibit A | Investment Summary
Schedule 1: Migration Modules |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| Exhibit E | Statement of Work |

If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of our proposal, the provisions of this Agreement shall control.

SIGNATURE BLOCK FOLLOWS
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Manhattan Beach, CA

By: 

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: 5/29/2018

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Attention: Sanford Taylor





Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Jason Cloutier
 Date: 5/14/2018
 Quote Expiration: 10/31/2017
 Quote Name: City of Manhattan Beach-ERP-Munis
 Quote Number: 2017-28369-4
 Quote Description: Munis On Premise Quote (with additional modules - Updated 5/14/2018)

Sales Quotation For

City of Manhattan Beach
 1400 Highland Avenue
 Manhattan Beach, California 90266
 Phone (310) 545-5621

SaaS

One Time Fees

Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Productivity:					
Transparency Portal	1	\$11,000.00	0	\$0.00	\$0.00
Sub-Total:		\$11,000.00		\$0.00	\$0.00
<i>Less Discount:</i>		<i>\$11,000.00</i>		<i>\$0.00</i>	<i>\$0.00</i>

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Accounting/GL	\$84,000.00	200	\$35,000.00	\$12,300.00	\$131,300.00	\$15,120.00
Capital Assets	\$25,400.00	48	\$8,400.00	\$3,500.00	\$37,300.00	\$4,572.00
Cash Management	\$17,850.00	40	\$7,000.00	\$0.00	\$24,850.00	\$3,213.00
Contract Management	\$11,550.00	32	\$5,600.00	\$5,000.00	\$22,150.00	\$2,079.00
Inventory	\$25,400.00	56	\$9,800.00	\$0.00	\$35,200.00	\$4,572.00
Project & Grant Accounting	\$19,100.00	48	\$8,400.00	\$0.00	\$27,500.00	\$3,438.00

Page 08 of 718

City of Tyler
 Council Meeting
 July 17, 2018

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Purchasing	\$43,050.00	112	\$19,600.00	\$3,000.00	\$65,650.00	\$7,749.00
Asset Maintenance	\$31,750.00	160	\$28,000.00	\$0.00	\$59,750.00	\$5,715.00
Human Capital Management:						
Human Resources & Talent Management	\$13,200.00	56	\$9,800.00	\$0.00	\$23,000.00	\$2,376.00
Payroll w/ESS	\$16,100.00	120	\$21,000.00	\$18,800.00	\$55,900.00	\$2,898.00
Recruiting	\$2,750.00	16	\$2,800.00	\$0.00	\$5,550.00	\$495.00
Revenue:						
Accounts Receivable	\$22,000.00	88	\$15,400.00	\$0.00	\$37,400.00	\$3,960.00
Business License	\$20,000.00	88	\$15,400.00	\$10,500.00	\$45,900.00	\$3,600.00
Central Property File	\$2,200.00	8	\$1,400.00	\$0.00	\$3,600.00	\$550.00
General Billing	\$10,000.00	40	\$7,000.00	\$6,300.00	\$23,300.00	\$1,800.00
Maplink GIS Integration	\$8,500.00	8	\$1,400.00	\$0.00	\$9,900.00	\$1,530.00
Tyler Cashiering	\$32,000.00	48	\$8,400.00	\$0.00	\$40,400.00	\$5,760.00
UB Interface	\$4,400.00	16	\$2,800.00	\$0.00	\$7,200.00	\$792.00
Utility Billing CIS	\$14,500.00	128	\$22,400.00	\$14,600.00	\$51,500.00	\$2,610.00
Productivity:						
Tyler Forms Processing	\$13,500.00	0	\$0.00	\$0.00	\$13,500.00	\$2,700.00
Tyler Content Manager SE	\$30,000.00	48	\$8,400.00	\$40,800.00	\$79,200.00	\$5,400.00
Munis Analytics & Reporting	\$80,600.00	88	\$15,400.00	\$0.00	\$96,000.00	\$14,508.00
Citizen Self Service	\$20,900.00	8	\$1,400.00	\$0.00	\$22,300.00	\$3,762.00
Additional:						
Payroll Tax Table Updates	\$0.00	0	\$0.00	\$0.00	\$0.00	\$1,000.00
Legacy Eden Database Support	\$0.00	0	\$0.00	\$0.00	\$0.00	\$3,500.00
Sub-Total:	\$548,750.00		\$254,800.00	\$114,800.00	\$918,350.00	\$103,699.00
<i>Less Discount:</i>	<i>\$332,354.00</i>		<i>\$0.00</i>	<i>\$57,400.00</i>	<i>\$389,754.00</i>	<i>\$103,699.00</i>
TOTAL:	\$216,396.00	1456	\$254,800.00	\$57,400.00	\$528,596.00	\$0.00

Page 509 of 718

City of Tyler, Texas
July 17, 2018
Project 1017718

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Additional Services, Training, and Custom Report Writing (only billed if needed)	160	\$175.00	\$0.00	\$28,000.00
AP/PR Check Recon Import	1	\$1,000.00	\$1,000.00	\$0.00
AP Positive Pay Export Format	1	\$3,000.00	\$3,000.00	\$0.00
Install Fee - New Server Install-WIN	1	\$9,000.00	\$4,500.00	\$4,500.00
Install Fee - Transparency Portal	1	\$3,500.00	\$0.00	\$3,500.00
Project Planning Services	1	\$9,000.00	\$0.00	\$9,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$3,000.00	\$0.00
Tyler Forms Library - Business License	1	\$1,800.00	\$0.00	\$1,800.00
Tyler Forms Library - Financial	1	\$2,300.00	\$0.00	\$2,300.00
Tyler Forms Library - General Billing	1	\$2,500.00	\$0.00	\$2,500.00
Tyler Forms Library - Payroll	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Library - Personnel Action	1	\$1,000.00	\$0.00	\$1,000.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Utility Billing	1	\$3,500.00	\$0.00	\$3,500.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	\$2,400.00	\$0.00	\$2,400.00
Sub-Total:				\$73,200.00
<i>Less Discount:</i>				<i>\$11,500.00</i>
TOTAL:				\$61,700.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>			<i>\$0.00</i>
TOTAL:				\$1,650.00			\$0.00

Summary

Total Tyler Software	One Time Fees	Recurring Fees
	\$216,396.00	\$0.00

City of
Council Meeting
July 17, 2018

Summary

	One Time Fees	Recurring Fees
Total Tyler Services	\$373,900.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
Summary Total	\$591,946.00	\$0.00
Contract Total	\$591,946.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$83,570.00	

Page 511 of 718

City Council Meeting
July 17, 2018
Page 12 of 718

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$1,500.00	\$750.00	\$750.00
Accounting - Budgets up to 3 years	\$1,500.00	\$750.00	\$750.00
Accounting Standard COA	\$2,000.00	\$1,000.00	\$1,000.00
Accounts Payable - Checks up to 5 years	\$2,000.00	\$1,000.00	\$1,000.00
Accounts Payable - Invoice up to 5 years	\$3,500.00	\$1,750.00	\$1,750.00
Accounts Payable Standard Master	\$1,800.00	\$900.00	\$900.00
Business License - Bills up to 5 years	\$5,000.00	\$2,500.00	\$2,500.00
Business License Std Master	\$5,500.00	\$2,750.00	\$2,750.00
Capital Assets Std Master	\$3,500.00	\$1,750.00	\$1,750.00
Contracts	\$5,000.00	\$2,500.00	\$2,500.00
General Billing - Bills up to 5 years	\$4,500.00	\$2,250.00	\$2,250.00
General Billing Std CID	\$1,800.00	\$900.00	\$900.00
Payroll - Accrual Balances	\$1,500.00	\$750.00	\$750.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$700.00	\$700.00
Payroll - Certifications	\$1,400.00	\$700.00	\$700.00
Payroll - Check History up to 5 years	\$1,200.00	\$600.00	\$600.00
Payroll - Deductions	\$1,800.00	\$900.00	\$900.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$1,250.00	\$1,250.00
Payroll - Education	\$1,400.00	\$700.00	\$700.00
Payroll - PM Action History up to 5 years	\$1,400.00	\$700.00	\$700.00
Payroll - Position Control	\$1,400.00	\$700.00	\$700.00
Payroll - Recruiting	\$1,400.00	\$700.00	\$700.00
Payroll - Standard	\$2,000.00	\$1,000.00	\$1,000.00
Payroll - State Retirement Tables	\$1,400.00	\$700.00	\$700.00
Purchasing - Purchase Orders - Standard Open PO's only	\$3,000.00	\$1,500.00	\$1,500.00
Tyler Content Manager SE - Accounting - Budgets (total balances only) up to 3yrs	\$1,800.00	\$900.00	\$900.00
Tyler Content Manager SE - AP - Checks	\$1,800.00	\$900.00	\$900.00

City Council Meeting
July 17, 2018

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Tyler Content Manager SE - AP Standard Master	\$6,500.00	\$3,250.00	\$3,250.00
Tyler Content Manager SE - Business License - Bills (Header,Detail)	\$1,800.00	\$900.00	\$900.00
Tyler Content Manager SE - Business License Standard Master - Customer Accounts	\$1,300.00	\$650.00	\$650.00
Tyler Content Manager SE - Capital Assets - History	\$1,300.00	\$650.00	\$650.00
Tyler Content Manager SE - Capital Assets Standard - Master, GL Accounts, Purchase History	\$2,600.00	\$1,300.00	\$1,300.00
Tyler Content Manager SE - General Billing - Bills (Header,Detail), Payment History, Invoices	\$3,000.00	\$1,500.00	\$1,500.00
Tyler Content Manager SE - General Billing Standard - CID	\$1,300.00	\$650.00	\$650.00
Tyler Content Manager SE - Payroll - Certications	\$1,000.00	\$500.00	\$500.00
Tyler Content Manager SE - Payroll - Check History	\$1,000.00	\$500.00	\$500.00
Tyler Content Manager SE - Payroll - Deductions	\$1,400.00	\$700.00	\$700.00
Tyler Content Manager SE - Payroll - PM Action History	\$1,000.00	\$500.00	\$500.00
Tyler Content Manager SE - Payroll - Position Control	\$1,400.00	\$700.00	\$700.00
Tyler Content Manager SE - Payroll - Recruiting	\$1,000.00	\$500.00	\$500.00
Tyler Content Manager SE - Payroll Standard - Employee, Address	\$7,000.00	\$3,500.00	\$3,500.00
Tyler Content Manager SE - Purchase Orders - Standard - Open PO's	\$3,600.00	\$1,800.00	\$1,800.00
Tyler Content Manager SE - Utility Billing - Backflow	\$1,000.00	\$500.00	\$500.00
Tyler Content Manager SE - Utility Billing - Standard - UB Account, CID's	\$1,000.00	\$500.00	\$500.00
Utility Billing - Assessments	\$1,200.00	\$600.00	\$600.00
Utility Billing - Backflow	\$1,200.00	\$600.00	\$600.00
Utility Billing - Balance Forward AR	\$3,500.00	\$1,750.00	\$1,750.00
Utility Billing - Consumption History up to 5 years	\$2,000.00	\$1,000.00	\$1,000.00
Utility Billing - Service Orders	\$1,200.00	\$600.00	\$600.00
Utility Billing - Services	\$2,500.00	\$1,250.00	\$1,250.00
Utility Billing - Standard	\$3,000.00	\$1,500.00	\$1,500.00
TOTAL:			\$57,400.00

Page 513 of 718

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
-------------	---------	------------------	-------------	-------------------	-------------------------	--------------------

Financials:

Accounting/GL	\$84,000.00	\$84,000.00	\$0.00	\$15,120.00	\$15,120.00	\$0.00
Capital Assets	\$25,400.00	\$1,270.00	\$24,130.00	\$4,572.00	\$4,572.00	\$0.00
Cash Management	\$17,850.00	\$17,850.00	\$0.00	\$3,213.00	\$3,213.00	\$0.00
Contract Management	\$11,550.00	\$578.00	\$10,972.00	\$2,079.00	\$2,079.00	\$0.00
Inventory	\$25,400.00	\$1,270.00	\$24,130.00	\$4,572.00	\$4,572.00	\$0.00
Project & Grant Accounting	\$19,100.00	\$955.00	\$18,145.00	\$3,438.00	\$3,438.00	\$0.00
Purchasing	\$43,050.00	\$43,050.00	\$0.00	\$7,749.00	\$7,749.00	\$0.00
Asset Maintenance	\$31,750.00	\$1,588.00	\$30,162.00	\$5,715.00	\$5,715.00	\$0.00

Payroll/HR:

Human Resources & Talent Management	\$13,200.00	\$13,200.00	\$0.00	\$2,376.00	\$2,376.00	\$0.00
Payroll w/ESS	\$16,100.00	\$16,100.00	\$0.00	\$2,898.00	\$2,898.00	\$0.00
Recruiting	\$2,750.00	\$138.00	\$2,612.00	\$495.00	\$495.00	\$0.00

Revenue:

Accounts Receivable	\$22,000.00	\$22,000.00	\$0.00	\$3,960.00	\$3,960.00	\$0.00
Business License	\$20,000.00	\$20,000.00	\$0.00	\$3,600.00	\$3,600.00	\$0.00

City of Tyler
 Council Meeting
 July 17, 2018

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Central Property File	\$2,200.00	\$2,200.00	\$0.00	\$550.00	\$550.00	\$0.00
General Billing	\$10,000.00	\$500.00	\$9,500.00	\$1,800.00	\$1,800.00	\$0.00
Maplink GIS Integration	\$8,500.00	\$425.00	\$8,075.00	\$1,530.00	\$1,530.00	\$0.00
Tyler Cashiering	\$32,000.00	\$32,000.00	\$0.00	\$5,760.00	\$5,760.00	\$0.00
UB Interface	\$4,400.00	\$4,400.00	\$0.00	\$792.00	\$792.00	\$0.00
Utility Billing CIS	\$14,500.00	\$14,500.00	\$0.00	\$2,610.00	\$2,610.00	\$0.00
Productivity:						
Citizen Self Service	\$20,900.00	\$20,900.00	\$0.00	\$3,762.00	\$3,762.00	\$0.00
Munis Analytics & Reporting	\$80,600.00	\$24,180.00	\$56,420.00	\$14,508.00	\$14,508.00	\$0.00
Tyler Content Manager SE	\$30,000.00	\$4,500.00	\$25,500.00	\$5,400.00	\$5,400.00	\$0.00
Tyler Forms Processing	\$13,500.00	\$6,750.00	\$6,750.00	\$2,700.00	\$2,700.00	\$0.00
Additional:						
Payroll Tax Table Updates	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
Legacy Eden Database Support	\$0.00	\$0.00	\$0.00	\$3,500.00	\$3,500.00	\$0.00
TOTAL:	\$548,750.00	\$332,354.00	\$216,396.00	\$103,699.00	\$103,699.00	\$0.00

Page 515 of 718

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if requested by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors to sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Business license library includes: 1 business license and 1 renewal application.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Comments

includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

Accounting/GL includes Accounts Payable and Budgeting.



**Exhibit A
Schedule 1
Migration Modules**

Financials

Cash Register Interface

Data Dictionaries

Human Resources

Licensing

Menu

Payroll/Position

Purchasing

Utility Billing

Tyler Cashiering





Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

- 1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.
- 1.2 *Subscription Fees:* Your initial subscription fees for Tyler Transparency are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates. The foregoing notwithstanding, Tyler agrees to cap increases to annual subscription fees for Tyler Transparency for Years 2-5 to five percent (5%) over the previous year's fees.
- 1.3 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on the first anniversary of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, we agree to cap increases to annual maintenance and support fees for years 2-5 to five percent (5%) per year over the previous year's fees. For Year 2, this increase shall be calculated based on the un-waived Year 1 amount listed in the Investment Summary. Maintenance fees for Years 2-5 are listed in the chart below, by module.

On the first anniversary of the Effective Date, you shall no longer be required to pay annual support fees for the Migration Modules.

	Maint Year 1	Maint Year 2 +5%	Maint Year 3 +5%	Maint Year 4 +5%	Maint Year 5 +5%	Total Maint 5 Years
FINANCIALS						
Accounting/GL/BG/AP	\$0.00	\$15,876.00	\$16,669.80	\$17,503.29	\$18,378.45	\$68,427.54
Capital Assets	\$0.00	\$4,800.60	\$5,040.63	\$5,292.66	\$5,557.29	\$20,691.19
Cash Management	\$0.00	\$3,373.65	\$3,542.33	\$3,719.45	\$3,905.42	\$14,540.85
Contract Management	\$0.00	\$2,182.95	\$2,292.10	\$2,406.70	\$2,527.04	\$9,408.79
Inventory	\$0.00	\$4,800.60	\$5,040.63	\$5,292.66	\$5,557.29	\$20,691.19
Project & Grant Accounting	\$0.00	\$3,609.90	\$3,790.40	\$3,979.91	\$4,178.91	\$15,559.12
Purchasing	\$0.00	\$8,136.45	\$8,543.27	\$8,970.44	\$9,418.96	\$35,069.12
Asset Maintenance	\$0.00	\$6,000.75	\$6,300.79	\$6,615.83	\$6,946.62	\$25,863.98
PAYROLL / HR						
Human Resources & Talent Management	\$0.00	\$2,494.80	\$2,619.54	\$2,750.52	\$2,888.04	\$10,752.90
Payroll w/ ESS	\$0.00	\$3,042.90	\$3,195.05	\$3,354.80	\$3,522.54	\$13,115.28
Recruiting	\$0.00	\$519.75	\$545.74	\$573.02	\$601.68	\$2,240.19
REVENUE						
Accounts Receivable	\$0.00	\$4,158.00	\$4,365.90	\$4,584.20	\$4,813.40	\$17,921.50
Business License	\$0.00	\$3,780.00	\$3,969.00	\$4,167.45	\$4,375.82	\$16,292.27
Central Property File	\$0.00	\$577.50	\$606.38	\$636.69	\$668.53	\$2,489.10
General Billing	\$0.00	\$1,890.00	\$1,984.50	\$2,083.73	\$2,187.91	\$8,146.14
Maplink GIS Integration	\$0.00	\$1,606.50	\$1,686.83	\$1,771.17	\$1,859.72	\$6,924.22
Tyler Cashiering	\$0.00	\$6,048.00	\$6,350.40	\$6,667.92	\$7,001.32	\$26,067.64
UB Interface	\$0.00	\$831.60	\$873.18	\$916.84	\$962.68	\$3,584.30

	Maint. Year 1	Maint. Year 2 +5%	Maint. Year 3 +5%	Maint. Year 4 +5%	Maint. Year 5 +5%	Total Maint. 5 Years
Utility Billing CIS	\$0.00	\$2,740.50	\$2,877.53	\$3,021.40	\$3,172.47	\$11,811.90
PRODUCTIVITY						
Tyler Forms Processing	\$0.00	\$2,835.00	\$2,976.75	\$3,125.59	\$3,281.87	\$12,219.20
Tyler Content Manager SE	\$0.00	\$5,670.00	\$5,953.50	\$6,251.18	\$6,563.73	\$24,438.41
Munis Analytics & Reporting	\$0.00	\$15,233.40	\$15,995.07	\$16,794.82	\$17,634.56	\$65,657.86
Citizen Self Service	\$0.00	\$3,950.10	\$4,147.61	\$4,354.99	\$4,572.73	\$17,025.42
ADDITIONAL						
Payroll Tax Table Updates	\$0.00	\$1,050.00	\$1,102.50	\$1,157.63	\$1,215.51	\$4,525.63
Subtotal Basic Software, Productivity & Additional	\$0.00	\$105,208.95	\$110,469.40	\$115,992.87	\$121,792.51	\$453,463.73
OTHER SERVICES						
Transparency Portal	\$0.00	\$11,550.00	\$12,127.50	\$12,733.88	\$13,370.57	\$49,781.94
Subtotal Other Services	\$0.00	\$11,550.00	\$12,127.50	\$12,733.88	\$13,370.57	\$49,781.94
Subtotal Software, Productivity, Additional, & Other Services	\$0.00	\$116,758.95	\$122,596.90	\$128,726.74	\$135,163.08	\$503,245.67
3rd PARTY HARDWARE SOFTWARE SVCS						
Tyler Secure Signature System						
Legacy Eden Database Support		\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$14,000.00
Subtotal 3rd Party Items		\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$14,000.00
Totals		\$120,258.95	\$126,096.90	\$132,226.74	\$138,663.08	\$517,245.67

1.4 *Legacy Eden Database Support*: When Tyler makes the Evergreen Modules available for live production, Tyler shall invoice Client the Legacy Eden Database Support fee set forth in the Investment Summary. Subsequent Legacy Eden Database Support fees will be invoiced annually in advance on the anniversary of that date unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Fees for subsequent years will be at Tyler’s then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%



Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees.

3.1 *Payroll Tax Table Update Fee:* The first year Payroll Tax Table Update Fee for the one-year period commencing on the Available Download Date is waived. Subsequent annual Payroll Tax Table Update fees will be due on the anniversary of the Available Download Date. Annual Payroll Tax Table Update services will renew automatically for up to four additional one-year terms at our then-current Annual Payroll Tax Table Update service fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Annual Payroll Tax Table Update Fees for Years 2-5 are listed in the chart in Section 1.3 above.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first anniversary of the Effective Date of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 ABA: 121000248
 Account: 4124302472
 Beneficiary: Tyler Technologies, Inc. – Operating





**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.



B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon Lunch and dinner

Depart after 12:00 noon Dinner

Return Day

Return before 12:00 noon Breakfast

Return between 12:00 noon & 7:00 p.m. Breakfast and lunch

Return after 7:00 p.m.* Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the “lowest practical coach fare” with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for up to four (4) additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term or extended in writing by the parties. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within forty-five (45) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.
- In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:
- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.
8. Support of Migration Modules. Upon the first anniversary of the Effective Date and Client's timely payment of annual maintenance and support fees for Tyler Evergreen Modules, Client is entitled

to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.



New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or



		corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

1. Level 1: front-line representatives
2. Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
3. Level 3: assist in incident escalations and specialized client issues
4. Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

1. Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
2. Email – clients can send an email to software support in order to escalate the priority of an issue
3. On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D
DocOrigin End User License Agreement

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY OF SOFTWARE LTD. AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
- 1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This



evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.

- 1.3 Development and Testing Licenses. Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.
- 1.4 Production Licenses. Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:
- A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
- B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

- C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 **Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) OF Software Ltd. to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to



You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of OF Software Ltd. or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by OF Software Ltd. or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY OF SOFTWARE LTD. HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY OF SOFTWARE LTD. OF SOFTWARE LTD. DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OF SOFTWARE LTD. DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. LIMITATIONS OF LIABILITY

INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF OF



SOFTWARE LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF OF SOFTWARE LTD. AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY OF SOFTWARE LTD. IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER OF SOFTWARE LTD. NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

8. GENERAL PROVISIONS

8.1 No Waiver. No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 Severability. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 Assignment. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.



- 8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Statement of Work

Tyler Technologies

Prepared for:

City of Manhattan Beach, CA

1400 Highland Avenue, Manhattan Beach, CA 90266

Prepared by:

Ray Arbour

One Tyler Drive, Yarmouth, ME 04096

Tyler Technologies, Inc.

www.tylertech.com

Revised: 3/9/2018

Table of Contents

- 1 EXECUTIVE SUMMARY.....6**
- 1.1 PROJECT OVERVIEW 6
- 1.2 PRODUCT SUMMARY 6
- 1.3 PROJECT TIMELINE 6
- 1.4 PROJECT METHODOLOGY OVERVIEW 6
- 2 PROJECT GOVERNANCE8**
- 2.1 CLIENT GOVERNANCE 8
 - 2.1.1 *Client Project Manager* 8
 - 2.1.2 *Steering Committee*..... 8
 - 2.1.3 *Executive Sponsor(s)*..... 9
- 2.2 TYLER GOVERNANCE..... 9
 - 2.2.1 *Tyler Project Manager*..... 9
 - 2.2.2 *Tyler Implementation Management* 9
 - 2.2.3 *Tyler Executive Management*..... 9
- 2.3 ACCEPTANCE AND ACKNOWLEDGMENT PROCESS 9
- 3 OVERALL PROJECT ASSUMPTIONS11**
- 3.1 PROJECT, RESOURCES AND SCHEDULING 11
- 3.2 DATA CONVERSION 11
- 3.3 DATA EXCHANGES, MODIFICATIONS, FORMS AND REPORTS 12
- 3.4 HARDWARE AND SOFTWARE 13
- 3.5 ENVIRONMENTS AND DATABASES 13
- 3.6 EDUCATION..... 13
- 3.7 ASSUMPTION MITIGATION 14
- 4 IMPLEMENTATION STAGES.....15**
- 4.1 WORK BREAKDOWN STRUCTURE (WBS) 15
- 4.2 INITIATE & PLAN (STAGE 1) 17
 - 4.2.1 *Tyler Internal Coordination & Planning*..... 17
 - 4.2.2 *System Infrastructure Planning*..... 18
 - 4.2.3 *Project/Phase Planning* 19
 - 4.2.4 *Project Schedule* 20
 - 4.2.5 *Stakeholder Presentation* 21
 - 4.2.6 *Control Point 1: Initiate & Plan Stage Acceptance* 22
- 4.3 ASSESS & DEFINE (STAGE 2) 23
 - 4.3.1 *Fundamentals Review* 23
 - 4.3.2 *Current/Future State Analysis* 24

- 4.3.3 *Data Conversion Planning & Mapping*..... 25
- 4.3.4 *Standard 3rd Party Data Exchange Planning*..... 26
- 4.3.5 *Customization Analysis & Specification, if contracted* 27
- 4.3.6 *Forms & Reports Planning*..... 28
- 4.3.7 *System Deployment*..... 29
- 4.3.8 *Control Point 2: Assess & Define Stage Acceptance*..... 30
- 4.4 **BUILD & VALIDATE (STAGE 3)** 32
 - 4.4.1 *Configuration & Power User Training* 32
 - 4.4.2 *Data Conversion & Validation* 33
 - 4.4.3 *Standard 3rd Party Data Exchange Validation* 34
 - 4.4.4 *Customization Delivery & Validation, if contracted* 35
 - 4.4.5 *Forms & Reports Validation* 36
 - 4.4.6 *Control Point 3: Build & Validate Stage Acceptance* 37
- 4.5 **FINAL TESTING & TRAINING (STAGE 4)** 38
 - 4.5.1 *Cutover Planning* 38
 - 4.5.2 *User Acceptance Testing (UAT)* 39
 - 4.5.3 *End User Training* 40
 - 4.5.4 *Control Point 4: Final Testing & Training Stage Acceptance* 41
- 4.6 **PRODUCTION CUTOVER (STAGE 5)**..... 42
 - 4.6.1 *Final Data Conversion, if applicable* 42
 - 4.6.2 *Production Processing & Assistance*..... 43
 - 4.6.3 *Transition to Tyler Support*..... 44
 - 4.6.4 *Schedule Post-production Services, if applicable* 45
 - 4.6.5 *Control Point 5: Production Cutover Stage Acceptance* 46
- 4.7 **PHASE/PROJECT CLOSURE (STAGE 6)** 47
 - 4.7.1 *Close Phase/Project*..... 47
 - 4.7.2 *Control Point 6: Phase/Project Closure Stage Acceptance*..... 48
- 5 ROLES AND RESPONSIBILITIES**.....**49**
 - 5.1 **TYLER ROLES AND RESPONSIBILITIES**..... 49
 - 5.1.1 *Tyler Executive Management*..... 49
 - 5.1.2 *Tyler Implementation Management* 49
 - 5.1.3 *Tyler Project Manager*..... 49
 - 5.1.4 *Tyler Implementation Consultant*..... 50
 - 5.1.5 *Tyler Sales*..... 51
 - 5.1.6 *Tyler Software Support*..... 51
 - 5.1.7 *Tyler Disaster Recovery Support*..... 51
 - 5.1.8 *Tyler Systems Management Services* 51
 - 5.2 **CITY ROLES AND RESPONSIBILITIES** 52
 - 5.2.1 *City Executive Sponsor*..... 52
 - 5.2.2 *City Steering Committee*..... 52
 - 5.2.3 *City Project Manager*..... 52

5.2.4 City Functional Leads..... 54

5.2.5 City Power Users..... 54

5.2.6 City End Users..... 55

5.2.7 City Technical Support..... 55

5.2.8 City Upgrade Coordinator 55

5.2.9 City project Toolset Coordinator 55

5.2.10 City Change Management Lead..... 56

6 GLOSSARY.....57

7 TCM CONVERSION SUMMARY60

7.1 TCM – STANDARD..... 60

8 MUNIS CONVERSION SUMMARY61

8.1 ACCOUNTING COA 61

8.2 ACCOUNTING - ACTUALS 61

8.3 ACCOUNTING - BUDGETS..... 61

8.4 ACCOUNTS PAYABLE MASTER 61

8.5 ACCOUNTS PAYABLE - CHECKS 61

8.6 ACCOUNTS PAYABLE - INVOICES 61

8.7 CONTRACTS 61

8.8 CAPITAL ASSETS MASTER..... 62

8.9 GENERAL BILLING CID 62

8.10 GENERAL BILLING – BILLS 62

8.11 BUSINESS LICENSE MASTER..... 62

8.12 BUSINESS LICENSE - BILLS 62

8.13 PAYROLL 62

8.14 PAYROLL – EDUCATION 62

8.15 PAYROLL – CERTIFICATIONS..... 62

8.16 PAYROLL – STATE RETIREMENT TABLES..... 62

8.17 PAYROLL – POSITION CONTROL 63

8.18 PAYROLL – PM ACTION HISTORY 63

8.19 PAYROLL – APPLICANT TRACKING..... 63

8.20 PAYROLL – EARNING/DEDUCTION HIST..... 63

8.21 PAYROLL – CHECK HISTORY..... 63

8.22 PAYROLL – ACCUMULATORS..... 63

8.23 PAYROLL - DEDUCTIONS 63

8.24 PAYROLL – ACCRUAL BALANCES..... 63

8.25 PURCHASE ORDERS..... 63

8.26 UTILITY BILLING..... 64

8.27 UTILITY BILLING –BACKFLOW 64

8.28 UTILITY BILLING –SERVICE ORDERS..... 64

8.29 UTILITY BILLING –BALANCE FORWARD AR..... 64
8.30 UTILITY BILLING –CONSUMPTION HISTORY 64
8.31 UTILITY BILLING –ASSESSMENTS 64
8.32 UTILITY BILLING –SERVICES 64

1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Manhattan Beach, CA the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Munis	Financial Management
Munis	Procurement
Munis	Human Resources & Payroll
Munis	Utility Billing
Munis	Accounts Receivable and Collections
Munis	Document Management
Munis	Tyler Reporting Services

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's Public Sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective

communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City Project Manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City Project Manager(s) and the Project as a whole and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City Project Manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, Project Manager(s), and Functional Leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler Project Manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days,

or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The City has the ability allocate additional internal resources if needed.
- The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City will provide file layouts associated with data extract(s)
 - The approved file layout, unless otherwise agreed to, is a fixed length ASCII file layout for each data extract
- The City understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance
- The City is solely responsible to ensure all required data is extracted and provided to Tyler for accurate and complete data population in the Tyler database
- The City understands each Legacy System data extract submitted for conversion includes all associated records in a single file

- The City will utilize a single standard file layout for records containing similar data elements. This allows Tyler to use one set of scripts to move Legacy data into the Tyler database
- The City agrees to produce the needed data extract(s) from the static Legacy System database to Tyler on the specified due date(s)
- At the time the Legacy System data extract(s) are created, the City will either freeze the Legacy System database containing the extracted data or produce reports and detail screen captures using the extracted data to reconcile the converted data within the Tyler solution
- The City agrees to provide resources with in-depth knowledge of the Legacy solutions data and data structure to work collaboratively with Tyler resources to drive the mapping of the data to the Tyler solution(s)
- The City will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data
- Tyler will create one set of scripts to move Legacy System data of similar characteristics to the Tyler database
- The City agrees to provide resources with in-depth knowledge of the Legacy solutions' data to validate the data once populated within the Tyler database
 - Tyler will perform an initial data validation, but it is the responsibility of the City to ensure the quality and accuracy of the data loaded to the Tyler database
- The City and Tyler will work in an iterative process to validate data, correct data, validate, etc. until the data is reasonably sound
- The City may need to correct data scenarios in the Legacy System prior to the final data extract(s) being created
- During Production Cutover, the City may need to manually add or adjust data after data has been loaded into the production database as mutually agreed to prior to the load

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The City testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The City is responsible for verifying the performance of the Modification as defined by the specification

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present completed Deliverables to the City for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments
- The train database will be used by the City for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

3.6 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to the City's designated Power Users. The City will designate up to fifteen (15) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to City End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with City staff to demonstrate a specific function/feature/executable with the City is an opportunity to better understand and appreciate the Tyler solution

- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow the City to utilize the software. The City is responsible for assigning the appropriate Power Users to attend these sessions
- Tyler follows a train-the-trainer approach to allow City Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other City users
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

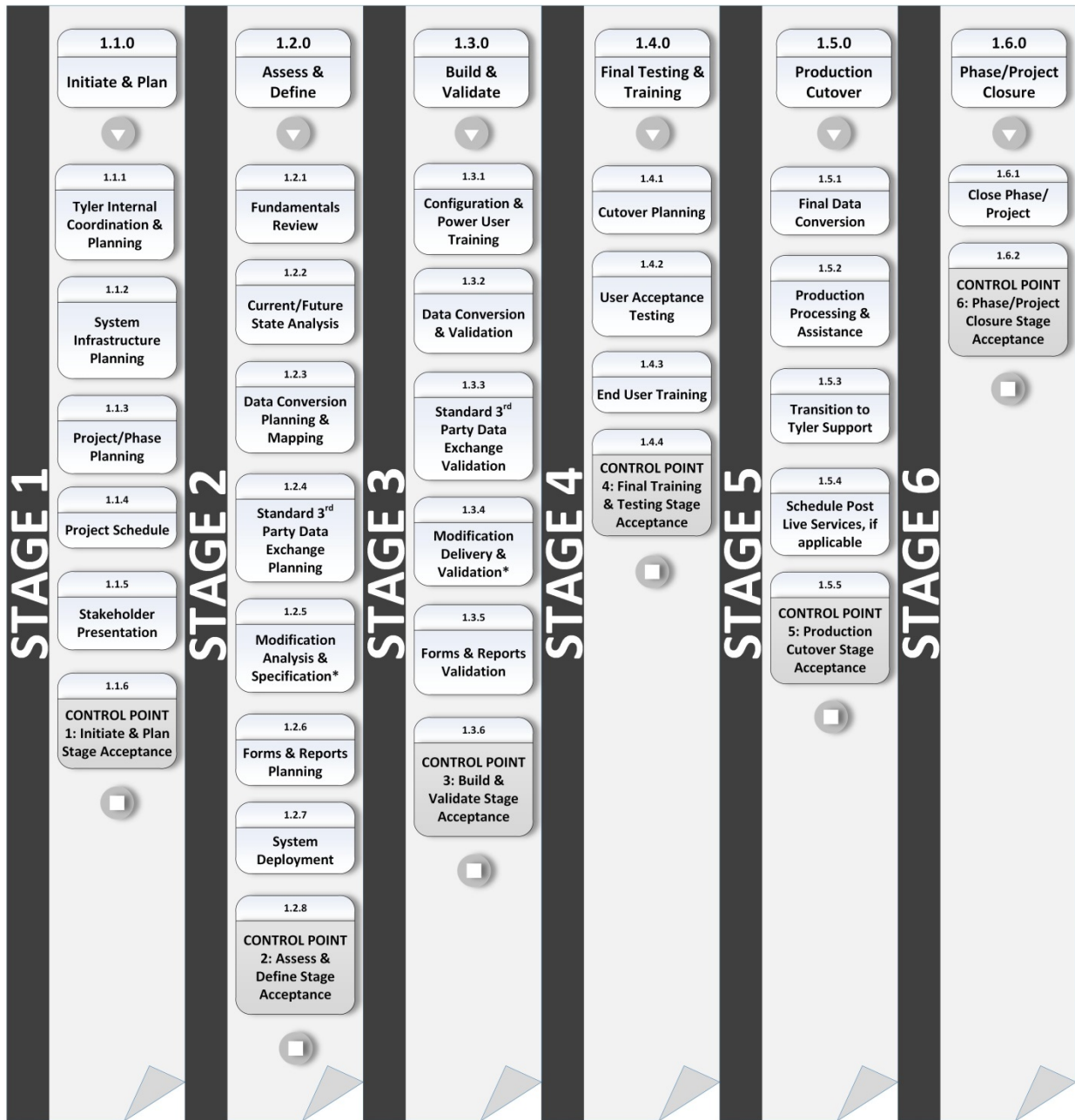
3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City’s team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City’s site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Provide system hardware specifications			I					R	A			I							C		
Make hardware available for Installation			I					C				A							R		
Install system hardware, if applicable			I					C				A							R		
Complete system infrastructure audit			I					C				A							R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I								A	R			I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City’s Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
TASKS	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the City’s responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Customizations by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Customization Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C				C	
Develop specification document(s)	A		I	C			R					I	I		I				I	
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C				C	
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I				C	

4.3.6 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Customization that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C					
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule	A	R	I			C						C	I		I				I	

4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
TASKS	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Customization specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the City's needs
 - Scope: Design solution for Customization
 - Acceptance criteria: City accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete

- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City’s needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Write and run data conversion program against Client data		A	I	C	R														C		
Complete initial review of data errors		A	I	C	R							I	I						C		
Review data conversion and submit needed corrections			I	C	I							A	C		R				C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Customization Delivery & Validation, if contracted																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C				I		C
Test contracted custom program(s) in isolated database				I	C			C				A	C		R				C		
Report discrepancies between specification and delivered contracted custom program(s)				I	I			I				A	R		C				C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C				I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system
 - Scope: Data conversion program complete; deliver converted data for review
 - Acceptance criteria: Initial error log available for review
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log
- Installation of Customizations on the City's server(s) *except for hosted Clients
 - Objective: Deliver Customization(s) in Tyler software
 - Scope: Program for Customization is complete and available in Tyler software, Customization testing
 - Acceptance criteria: Delivery of Customization(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review
 - Scope: Installation of all Standard Forms & Reports included in the Agreement
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Cutover Planning Session		A	R	C																	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I				C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Customization(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I				C	
Validate final pass of data			I	C	C						I	A	C		R				C	
Load final conversion pass to Production environment			I		I						I	A	C	I	C				R	

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City Project Manager(s) to identify needs.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Data is available in production environment
- Support transition documents
 - Objective: Define strategy for on-going Tyler support
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
 - Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the Project. The Project Manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project Deliverables to align with satisfying the City's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to the City's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process
- Attends City steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines project tasks and resource requirements
- Develops initial project schedule and full scale Project Plan
- Collaborates with City Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project
 - Collaborates with the City's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the City following configuration
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

5.1.5 Tyler Sales

- Provide sales background information to Implementation during project initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the City on the status and resolution of reported issues

5.1.7 Tyler Disaster Recovery Support

- Conduct and monitor nightly backups of City databases at hosting facility, transfer nightly backups to Tylers data center.
- Provides services to host Application in the event of a disaster
- Provides 24 hour RPO – Recover Point Objective
- Provides emergency response within 2 business hours
- Ensure Tyler Application availability within 8 business hours
- Provide one annual disaster planning walkthrough

5.1.8 Tyler Systems Management Services

- Manages incoming City issues via phone, email, online customer incident portal, and from Software Support
- Provides system support including remote support of City systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications
- Tracks issues and tickets to timely and effective resolution
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development
- Consult on pre-sales in regards to system requirements
- Troubleshoot server and workstaiton issues

- Migrate Tyler Applications and databases to new hardware
- Maintain systems and provide Database and Server Administration
- Provide proactive monitoring of Tyler Application/DB server(s)
- Perform server transfers, database analysis, file system cleanup, and backup verification.
- Assists with database refreshes, LDAP synchronization, and loading releases

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process
- Actively participates in organizational change communications

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team
- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - project Goals
 - City Policies

5.2.3 City Project Manager

The City shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the City Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid project delays.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines project tasks and resource requirements for County project team
 - Collaborates in the development and approval of the initial Project Plan and Project Plan
 - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
 - Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the project
 - Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management
 - Acts as liaison between project team and stakeholders
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
 - Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Customization specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

5.2.5 City Power Users

- Participate in project activities as required by the project team and Project Manager(s)
- Provide subject matter expertise on City business processes and requirements
- Act as subject matter experts and attend current/future state and validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures

- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City staff during and after implementation

5.2.6 City End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with City and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

5.2.9 City project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the project changes
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the City to Validate what was agreed to be in Scope has been Delivered.
Business Requirements Document	A specification document used to describe City requirements not available through Tyler software functionality, which will lead to a Modification with City acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.

Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	The City is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.

Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.
Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 TCM Conversion Summary

7.1 TCM – Standard

- All standard fields that exist for TCM SE installations
- Images and Attachments as described below
- Lookups are imported with the assistance of the consultant

8 Munis Conversion Summary

8.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

8.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

8.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

8.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

8.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check

8.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice

8.7 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available.
- Contract detail including line item account and amount detail

8.8 Capital assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

8.9 General Billing CID

- Customer information

8.10 General Billing – Bills

- Unlimited history of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

8.11 Business License Master

- Businesses, licenses and permits, charges and receipts, and classification codes

8.12 Business License - Bills

- Receivable amounts associated with license detail

8.13 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

8.14 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

8.15 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

8.16 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

8.17 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

8.18 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.

8.19 Payroll – Applicant Tracking

- Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

8.20 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

8.21 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

8.22 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history

8.23 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

8.24 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

8.25 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

8.26 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

8.27 Utility Billing –Backflow

- Account information, backflow device information, backflow type, and backflow violations

8.28 Utility Billing –Service Orders

- Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

8.29 Utility Billing –Balance Forward AR

- Total balance due on the account, or by charge code
- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

8.30 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes

8.31 Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

8.32 Utility Billing –Services

- Service data for each account including service codes, status, type, factor, condo units, bill cycle codes, budget information, winter usage, meter readings(current and previous), meter usage (current and previous), sales tax information

BIDDING FORM

	VENDOR # 1	VENDOR # 2	VENDOR # 3	VENDOR # 4	VENDOR # 5
NAME	Fast Forward Inc.	Brightpoint Infotech	Tyler Technologies	Harris	Superion
ADDRESS	6434 Holland Hills St	7112 N University Dr	One Tyler Dr	520 Zang St #200	1000 Business Center Dr
CITY/ST/ZIP	Las Vegas, NV 89113	Tamarac FL 33321	Yarmouth, ME 04096	Broomfield, CO 80021	Lake Mary, FL 32746
TELEPHONE	616-502-8450	954-536-2923	800-772-2260 x4814	303-226-0050	530-228-4247
EMAIL	michelle.foss@fastforward.solutions	nmirpuri@brightpointinfotech.com	jason.cloutier@tylertech.com	william@actiondoorrepair.com	matt.chavez@superion.com
DATE	5/31/17	05/31/17	5/31/17	05/31/17	05/31/17
	Michelle Foss	Navin Mirpuri	Jason Cloutier	Tina Metter-Stuart	Matt Chavez
Product	SAP	Microsoft Dynamics 365	Munis ERP	Innoprise	No Bid
Costs:					
One time	\$1,239,950.00	\$673,100.00	\$731,282.00	\$444,244.00	
Year 1	\$441,000.00	\$215,251.00	\$318,545.00	\$56,690.00	
Year 2	\$441,000.00	\$215,251.00	\$407,510.00	\$57,824.00	
Year 3	\$441,000.00	\$215,251.00	\$416,517.00	\$59,014.00	
Year 4	\$441,000.00	\$215,251.00	\$425,975.00	\$61,965.00	
Year 5	\$441,000.00	\$215,251.00	\$435,905.00	\$65,063.00	
TOTAL	\$3,444,950.00	\$1,749,355.00	\$2,735,734.00	\$744,800.00	\$0.00
Comments:				May not have all desired features	

RESOLUTION NO. 18-0031

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN MANHATTAN BEACH AND TYLER TECHNOLOGIES FOR ENERGOV PERMITTING/LAND MANAGEMENT SOLUTION AND SERVICES

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City and Tyler Technologies dated _____, for EnerGov Permitting/Land Management solution and services.

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 17th, 2018.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. ("Tyler") and the City of Manhattan Beach, California ("Client").

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Manhattan Beach, California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the number of named users that are authorized to use "EnerGov" labeled modules. The Defined Named Users for EnerGov labeled modules under this Agreement are set forth in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date of signature of the last party to sign the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our



roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.

- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date, and for the number of Defined Named Users. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. To the extent Client purchases MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth at Exhibit D.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, noncommercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions



relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. In no event shall we be paid more than the amount listed in the Investment Summary for professional services fees ("Maximum Compensation") without a mutually agreed to change order or addendum.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order

will be valid for thirty (30) days from the date of the quote. No additional work shall be performed by Tyler unless the City of Manhattan Beach provides a written authorization.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;



- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b)

facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to



be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification. We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us



sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 2.1 Our indemnifications and obligations under this Section H(2), or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act.
- 2.2 You do not, and shall not, waive any rights that you may possess against us because of the acceptance by you, or the deposit with you, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section H(2) shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against you.
- 2.3 Our indemnifications and obligations under this Section H(2) shall survive the expiration or termination of this Agreement.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. Insurance.

- 5.1 During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000; (b) Automobile Liability of at least \$500,000 per accident for bodily injury and property damage; (c) Professional Liability of at least \$2,000,000 per occurrence; (d) Workers Compensation as required by the State of California and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you and your officers, employees, agents and volunteers as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you and your officers, employees, agents and volunteers as an additional insured to our Excess/Umbrella Liability policy as well.

- 5.2 The insurance policies required under this Section H(5) shall be issued by an insurer admitted to write insurance in the State of California with a rating of A-VII or better in the latest edition of the A.M. Best Insurance Rating Guide.
- 5.3 The Commercial General Liability and Automobile policies required under this Section H(5) shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to you for claims between the parties that arise out of this Agreement. Any insurance or self-insurance maintained by you, your officers, employees, agents or volunteers, shall be in excess of our insurance and shall not contribute with it.
- 5.4 The insurance policies required under this Section H(5) shall not prohibit us and our employees, agents or subcontractors from waiving the right of subrogation prior to a loss. We waive rights of subrogation on claims under our Commercial General Liability and Automobile policies and only to the extent those claims are between the parties and arise out of this Agreement and the damage or injury is not caused by you.
- 5.5 If any insurance policy required under this Section H(5) is canceled or reduced in coverage or limits, we shall, within thirty (30) business days of notice from the insurer, phone, fax or notify you via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- 5.6 Prior to the performance of this Agreement, we shall furnish your Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section H(5). We shall provide proof to your Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage within a commercial reasonable timeframe following such renewal.
- 5.7 Our procurement of insurance shall not be construed as a limitation of our liability or as full performance of our duty to indemnify you under Section H(2) of this Agreement.
- 5.8 We shall require each of our subcontractors that perform under this Agreement to maintain insurance coverage that meets all of the requirements of this Section H(5).

SECTION I GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional but not purchased products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes,



including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentation, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;



- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
Schedule 1: Support Call Process
- Exhibit D Third Party Terms
- Exhibit E Statement of Work

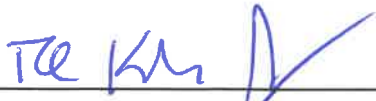
If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of our proposal, the provisions of this Agreement shall control.



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Manhattan Beach

By: 

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: 5/29/2018

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Attention: Sanford Taylor





**Exhibit A
Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Jason Cloutier
 Date: 5/22/2018
 Quote Expiration: 10/18/2017
 Quote Name: City of Manhattan Beach-ERP-EnerGov
 Quote Number: 2017-33653
 Quote Description: EnerGov Pricing On Premise (3/6/2018)

Sales Quotation For

City of Manhattan Beach
 1400 Highland Ave
 Manhattan Beach, CA 90266
 Phone +1 (310) 802-5000

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
EnerGovAdv Server Extensions Bundle	\$11,200.00	48	\$8,400.00	\$0.00	\$19,600.00	\$2,240.00
EnerGov Citizen Self Service - PLM	\$21,000.00	16	\$2,800.00	\$0.00	\$23,800.00	\$4,200.00
EnerGov e-Reviews	\$42,000.00	80	\$14,000.00	\$0.00	\$56,000.00	\$8,400.00
EnerGov iG Workforce Apps (35)	\$24,500.00	16	\$2,800.00	\$0.00	\$27,300.00	\$4,900.00
EnerGov Permitting & Land Management Suite (35)	\$73,500.00	400	\$70,000.00	\$21,150.00	\$164,650.00	\$14,700.00
EnerGov Report Toolkit	\$3,500.00	0	\$0.00	\$0.00	\$3,500.00	\$700.00
Tyler GIS (35)	\$17,500.00	0	\$0.00	\$0.00	\$17,500.00	\$3,500.00
Tyler Content Manager SE - Permits and Code Enforcement - Applications - D	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Tyler Content Manager SE - Permits and Code Enforcement - Inspections - D	\$0.00	0	\$0.00	\$1,000.00	\$1,000.00	\$0.00
Tyler Content Manager SE - Permits and Code Enforcement - Violations - D	\$0.00	0	\$0.00	\$1,000.00	\$1,000.00	\$0.00

City Council Meeting July 17, 2018 Page 620 of 718

City Council Meeting
July 17, 2018

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Sub-Total:	\$193,200.00		\$98,000.00	\$24,550.00	\$315,750.00	\$38,640.00
<i>Less Discount:</i>	<i>\$9,660.00</i>		<i>\$0.00</i>	<i>\$13,975.00</i>	<i>\$23,635.00</i>	<i>\$38,640.00</i>
TOTAL:	\$183,540.00	560	\$98,000.00	\$10,575.00	\$292,115.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov PLM Forms Library (5 Forms)	1	\$5,100.00	\$0.00	\$5,100.00
EnerGov Intelligent Objects Automation	104	\$160.00	\$0.00	\$16,640.00
Project Planning Services	1	\$9,000.00	\$0.00	\$9,000.00
TCM Conversion - Implementation	24	\$175.00	\$0.00	\$4,200.00
TOTAL:				\$34,940.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$183,540.00	\$0.00
Total Tyler Services	\$143,515.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$327,055.00	\$0.00
Contract Total	\$327,055.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$38,360.00	

Page 621 of 718

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Permitting & Land Management	\$21,150.00	\$10,575.00	\$10,575.00
Tyler Content Manager SE - Permits and Code Enforcement - Applications	\$1,400.00	\$1,400.00	\$0.00
Tyler Content Manager SE - Permits and Code Enforcement - Inspections	\$1,000.00	\$1,000.00	\$0.00
Tyler Content Manager SE - Permits and Code Enforcement - Violations	\$1,000.00	\$1,000.00	\$0.00
TOTAL:			\$10,575.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Additional:						
EnerGovAdv Server Extensions Bundle	\$11,200.00	\$560.00	\$10,640.00	\$2,240.00	\$2,240.00	\$0.00
EnerGov Citizen Self Service - PLM	\$21,000.00	\$1,050.00	\$19,950.00	\$4,200.00	\$4,200.00	\$0.00
EnerGov e-Reviews	\$42,000.00	\$2,100.00	\$39,900.00	\$8,400.00	\$8,400.00	\$0.00
EnerGov iG Workforce Apps (35)	\$24,500.00	\$1,225.00	\$23,275.00	\$4,900.00	\$4,900.00	\$0.00
EnerGov Permitting & Land Management Suite (35)	\$73,500.00	\$3,675.00	\$69,825.00	\$14,700.00	\$14,700.00	\$0.00
EnerGov Report Toolkit	\$3,500.00	\$175.00	\$3,325.00	\$700.00	\$700.00	\$0.00
Tyler GIS (35)	\$17,500.00	\$875.00	\$16,625.00	\$3,500.00	\$3,500.00	\$0.00
TOTAL:	\$193,200.00	\$9,660.00	\$183,540.00	\$38,640.00	\$38,640.00	\$0.00

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

PLM Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.



Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 License Fees: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 Maintenance and Support Fees: Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on the first anniversary of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, we agree to cap increases to annual maintenance and support fees for years 2-5 to five percent (5%) per year over the previous year's fees. For Year 2, this increase shall be calculated based on the un-waived Year 1 amount listed in the Investment Summary. Maintenance amounts for Years 2-5 are listed below, by module:

Description	Maint. Basis	Year One Maint. Discount	Year One Maint . Net	Year 2 Maint. + 5%	Year 3 Maint. +5%	Year 4 Maint. +5%	Year 5 Maint. +5%
Productivity:							
Tyler Forms Processing	\$2,700.00	\$2,700.00	\$0.00	\$2,835.00	\$2,976.75	\$3,125.59	\$3,281.87
Additional:							
EnerGovAdv Server	\$2,240.00	\$2,240.00	\$0.00	\$2,352.00	\$2,469.60	\$2,593.08	\$2,722.73



Extensions Bundle							
EnerGov Citizen Self Service - PLM	\$4,200.00	\$4,200.00	\$0.00	\$4,410.00	\$4,630.50	\$4,862.03	\$5,105.13
EnerGov e-Reviews	\$8,400.00	\$8,400.00	\$0.00	\$8,820.00	\$9,261.00	\$9,724.05	\$10,210.25
EnerGov iG Workforce Apps (35)	\$4,900.00	\$4,900.00	\$0.00	\$5,145.00	\$5,402.25	\$5,672.36	\$5,955.98
EnerGov Permitting & Land Management Suite (35)	\$14,700.00	\$14,700.00	\$0.00	\$15,435.00	\$16,206.75	\$17,017.09	\$17,867.94
EnerGov Report Toolkit	\$700.00	\$700.00	\$0.00	\$735.00	\$771.75	\$810.34	\$850.85
Tyler GIS (35)	\$3,500.00	\$3,500.00	\$0.00	\$3,675.00	\$3,858.75	\$4,051.69	\$4,254.27
TOTAL:	\$41,340.00	\$41,340.00	\$0.00	\$43,407.00	\$45,577.35	\$47,856.22	\$50,249.03
Total 5 Years Maintenance							\$187,089.60

2. Professional Services.

- 2.1 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered the actual services delivered on a time and materials basis.

- 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services:* Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.
- 2.6 *Change Management Services:* If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

- 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104



ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.



B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon Lunch and dinner

Depart after 12:00 noon Dinner

Return Day

Return before 12:00 noon Breakfast

Return between 12:00 noon & 7:00 p.m. Breakfast and lunch

Return after 7:00 p.m.* Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the “lowest practical coach fare” with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for up to four (4) additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term or extended in writing by the parties. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within forty-five (45) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.
- In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:
- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.



New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or



		corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

1. Level 1: front-line representatives
2. Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
3. Level 3: assist in incident escalations and specialized client issues
4. Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

1. Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
2. Email – clients can send an email to software support in order to escalate the priority of an issue
3. On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D
MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (Powered by Persolvent), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

“Merchant Agreement” means the agreement between Customer and Persolvent that provides for the Merchant Fees.

“Merchant Fees” means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority. **“MyGovPay”** means the Product of Tyler Technologies that allows members of the public to pay for Customer’s services with a credit or other payment card on the Customer’s citizen-facing web portal.

“Persolvent” means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

“Use Fees” means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled MyGovPay/VirtualPay.

“VirtualPay” means the Product of Tyler Technologies that allows the Customer to accept and process citizen user’s credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer’s Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay’s and VirtualPay’s ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

Use Fees

EnerGov’ MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

**ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.

EnerGov’s VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response (“IVR”). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer’s content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers’ content is or will be transmitted or stored.

(b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.

(c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.

(d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.



(e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.

(f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.

Statement of Work

Tyler Technologies

Prepared for:

City of Manhattan Beach, CA

1400 Highland Ave., Manhattan Beach, CA 90266

Prepared by:

Peter Gorchoff

One Tyler Drive, Yarmouth, ME 04096

Tyler Technologies, Inc.

www.tylertech.com

Revised: 3/26/2018

Table of Contents

- 1 Executive Summary..... 6
 - 1.1 Project Overview 6
 - 1.2 Product Summary..... 6
 - 1.3 Project Timeline..... 6
 - 1.4 Project Methodology Overview 6
- 2 Project Governance..... 7
 - 2.1 Client Governance 7
 - 2.1.1 Client Project Manager 7
 - 2.1.2 Steering Committee 7
 - 2.1.3 Executive Sponsor(s) 8
 - 2.2 Tyler Governance 8
 - 2.2.1 Tyler Project Manager..... 8
 - 2.2.2 Tyler Implementation Management 8
 - 2.2.3 Tyler Executive Management..... 8
 - 2.3 Acceptance and Acknowledgment Process..... 8
- 3 Overall Project Assumptions..... 10
 - 3.1 Project, Resources and Scheduling..... 10
 - 3.2 Data Conversion 10
 - 3.3 Data Exchanges, Modifications, Forms and Reports..... 11
 - 3.4 Hardware and Software 12
 - 3.5 Environments and Databases..... 12
 - 3.6 Education..... 12
 - 3.7 Assumption Mitigation 13
- 4 Implementation Stages..... 14
 - 4.1 Work Breakdown Structure (WBS)..... 14
 - 4.2 Initiate & Plan (Stage 1)..... 16
 - 4.2.1 Tyler Internal Coordination & Planning 16
 - 4.2.2 System Infrastructure Planning..... 17
 - 4.2.3 Project/Phase Planning 18

4.2.4 Project Schedule..... 19

4.2.5 Stakeholder Presentation..... 20

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance..... 21

4.3 Assess & Define (Stage 2) 22

4.3.1 Fundamentals Review 22

4.3.2 Current/Future State Analysis..... 23

4.3.3 Data Conversion Planning & Mapping 24

4.3.4 Standard 3rd Party Data Exchange Planning..... 25

4.3.5 Customization Analysis & Specification, if contracted..... 26

4.3.6 Forms & Reports Planning..... 27

4.3.7 System Deployment 28

4.3.8 Control Point 2: Assess & Define Stage Acceptance 29

4.4 Build & Validate (Stage 3)..... 31

4.4.1 Configuration & Power User Training 31

4.4.2 Data Conversion & Validation 32

4.4.3 Standard 3rd Party Data Exchange Validation 33

4.4.4 Customization Delivery & Validation, if contracted..... 34

4.4.5 Forms & Reports Validation 35

4.4.6 Control Point 3: Build & Validate Stage Acceptance 36

4.5 Final Testing & Training (Stage 4)..... 37

4.5.1 Cutover Planning 37

4.5.2 User Acceptance Testing (UAT)..... 38

4.5.3 End User Training 39

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance 40

4.6 Production Cutover (Stage 5) 41

4.6.1 Final Data Conversion, if applicable 41

4.6.2 Production Processing & Assistance 42

4.6.3 Transition to Tyler Support 43

4.6.4 Schedule Post-production Services, if applicable 44

4.6.5 Control Point 5: Production Cutover Stage Acceptance 45

4.7 Phase/Project Closure (Stage 6)..... 46

4.7.1 Close Phase/Project 46

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance 47

5 Roles and Responsibilities..... 48

5.1 Tyler Roles and Responsibilities 48

5.1.1 Tyler Executive Management..... 48

5.1.2 Tyler Implementation Management 48

5.1.3 Tyler Project Manager..... 48

5.1.4 Tyler Implementation Consultant 49

5.1.5 Tyler Sales..... 50

5.1.6 Tyler Software Support 50

5.2 city Roles and Responsibilities..... 50

5.2.1 City Executive Sponsor 50

5.2.2 City Steering Committee 50

5.2.3 City Project Manager..... 51

5.2.4 City Functional Leads..... 52

5.2.5 City Power Users 53

5.2.6 City End Users..... 53

5.2.7 City Technical Support..... 53

5.2.8 City Upgrade Coordinator 54

5.2.9 City project Toolset Coordinator..... 54

5.2.10 City Change Management Lead..... 54

6 Glossary..... 55

7 Tyler Resources Purchased 58

7.1 Billable Hours and Expenses in Scope 58

7.1.1 Business Scope (Transactions and Automation) 58

7.1.2 “Business transaction” is defined by:..... 58

7.1.3 “Template” transaction is defined by: 58

7.1.4 “Geo-Rule” is defined by:..... 59

7.1.5 “Intelligent Object (IO)” is defined by:..... 59

7.1.6 “Intelligent Automation Agent (IAA)” is defined by:..... 60

7.1.7 “EnerGov SDK API (Toolkits)” are defined by:..... 60

8 EnerGov Conversion Summary 61

8.1 Permitting..... 61

8.2 Code Case Management 61

8.3 Plan Management 62

1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Manhattan Beach, CA the opportunity to make the city more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the city's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
EnerGov	Permitting & Land Management

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's Public Sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the city's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the city collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the city steering committee become the escalation points to triage responses prior to escalation to the city and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The city and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the city's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The city's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The city Project Manager(s) will be responsible for reporting to the city steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The city steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the city Project Manager(s) and the Project as a whole and through participation in regular internal meetings, the city steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The city steering committee also provides support to the city Project Manager(s) by communicating the importance of the Project to all impacted departments. The city steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The city steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The city's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the city steering committee, Project Manager(s), and Functional Leads to make critical business decisions for the city.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the city. As requested by the city, the Tyler Project Manager(s) provide regular updates to the city's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with the city management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The city shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the city does not provide acceptance or acknowledgement within five (5) business days,

or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the city does not agree the particular Deliverable or Control Point meets requirements, the city shall notify Tyler Project Manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The city shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the city does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The city has the ability allocate additional internal resources if needed.
- The city also ensures the alignment of their budget and Scope expectations.
- The city and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the city Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the city Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- city users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The city is responsible for making decisions based on the options available.
- In the event the city may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the city's responsibility to define, document, and implement.
- The city makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The city will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The city will provide file layouts associated with data extract(s)
 - The approved file layout, unless otherwise agreed to, is a fixed length ASCII file layout for each data extract
- The city understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance
- The city is solely responsible to ensure all required data is extracted and provided to Tyler for accurate and complete data population in the Tyler database
- The city understands each Legacy System data extract submitted for conversion includes all associated records in a single file

- The city will utilize a single standard file layout for records containing similar data elements. This allows Tyler to use one set of scripts to move Legacy data into the Tyler database
- The city agrees to produce the needed data extract(s) from the static Legacy System database to Tyler on the specified due date(s)
- At the time the Legacy System data extract(s) are created, the city will either freeze the Legacy System database containing the extracted data or produce reports and detail screen captures using the extracted data to reconcile the converted data within the Tyler solution
- The city agrees to provide resources with in-depth knowledge of the Legacy solutions data and data structure to work collaboratively with Tyler resources to drive the mapping of the data to the Tyler solution(s)
- The city will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data
- Tyler will create one set of scripts to move Legacy System data of similar characteristics to the Tyler database
- The city agrees to provide resources with in-depth knowledge of the Legacy solutions' data to validate the data once populated within the Tyler database
 - Tyler will perform an initial data validation, but it is the responsibility of the city to ensure the quality and accuracy of the data loaded to the Tyler database
- The city and Tyler will work in an iterative process to validate data, correct data, validate, etc. until the data is reasonably sound
- The city may need to correct data scenarios in the Legacy System prior to the final data extract(s) being created
- During Production Cutover, the city may need to manually add or adjust data after data has been loaded into the production database as mutually agreed to prior to the load

3.3 Data Exchanges, Modifications, Forms and Reports

- The city ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The city is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The city testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The city is responsible for verifying the performance of the Modification as defined by the specification

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The city will provide network access for Tyler modules, printers, and Internet access to all applicable city and Tyler project staff.
- The city has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The city's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the city does not meet minimum standards of Tyler's published specifications.

3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present completed Deliverables to the city for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments
- The train database will be used by the city for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

3.6 Education

- Throughout the Project lifecycle, the city provides a training room for Tyler staff to transfer knowledge to the city's resources, for both onsite and remote sessions. The city will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the city will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The city determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The city provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a city provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to the city's designated Power Users. The city will designate up to fifteen (15) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to city End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with city staff to demonstrate a specific function/feature/executable with the city is an opportunity to better understand and appreciate the Tyler solution

- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow the city to utilize the software. The city is responsible for assigning the appropriate Power Users to attend these sessions
- Tyler follows a train-the-trainer approach to allow city Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other city users
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

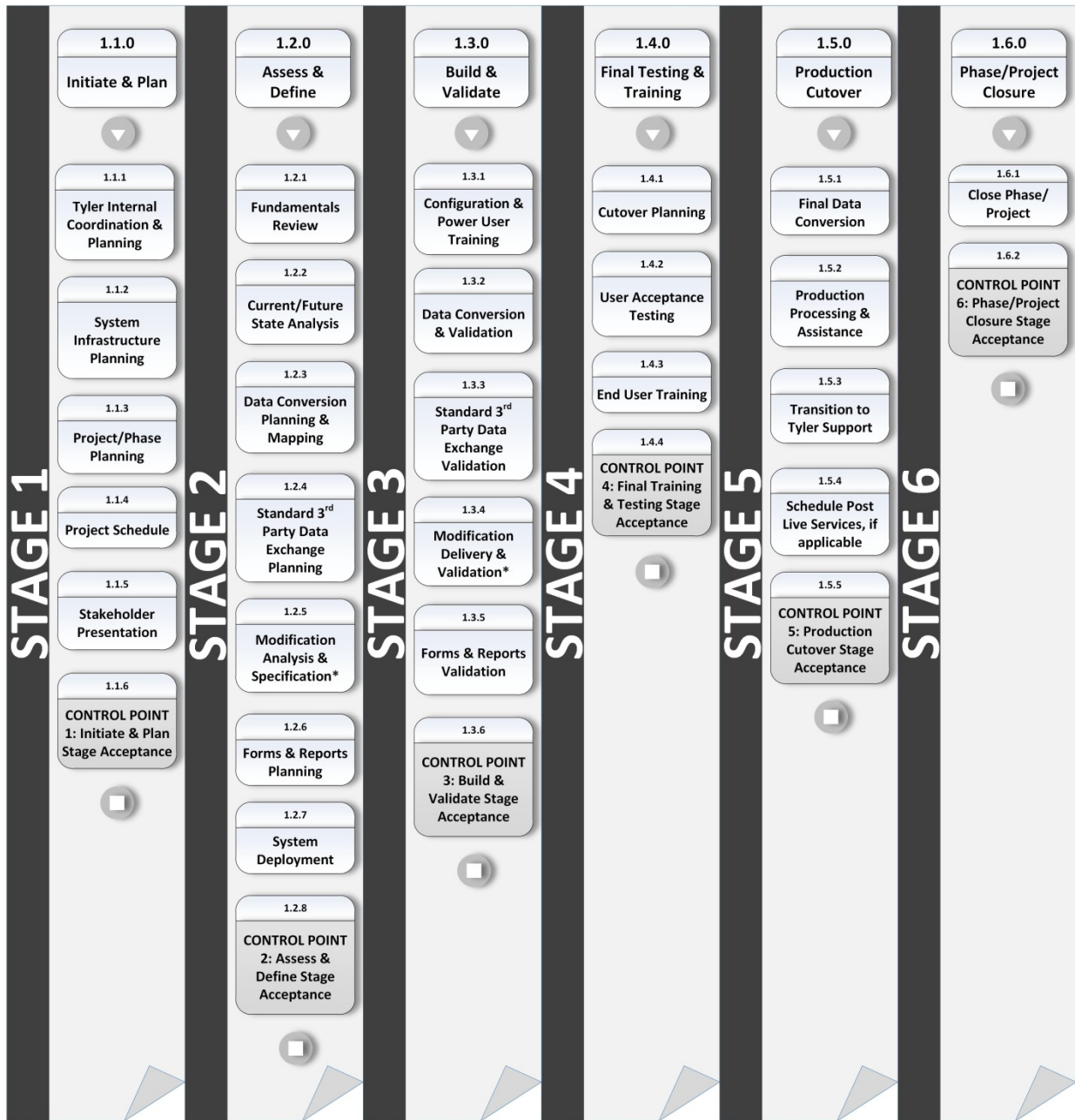
3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City’s team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City’s site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I							C	
Make hardware available for Installation			I					C				A							R	
Install system hardware, if applicable			I					C				A							R	
Complete system infrastructure audit			I					C				A							R	

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I								A	R		I					C	
Ensure all scheduled attendees are present			I	I						A	R	C		I						
Facilitate fundamentals review			A	R								I	I	I						

4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan				I	I						C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City’s Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the City’s responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Customizations by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Customization Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Customization that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Review required Forms output			A	R									C	I	C						
Review and complete Forms options and submit to Tyler			I			I						A	R		C						
Review in Scope Reports			A	R								I	C		C						
Identify additional Report needs			I	C								A	R		C						
Add applicable tasks to Project schedule		A	R	I		C						C	I		I				I		

4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
TASKS	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Customization specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the City's needs
 - Scope: Design solution for Customization
 - Acceptance criteria: City accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete

- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City’s needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Write and run data conversion program against Client data		A	I	C	R														C		
Complete initial review of data errors		A	I	C	R							I	I						C		
Review data conversion and submit needed corrections			I	C	I							A	C		R				C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Customization Delivery & Validation, if contracted																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C				I		C
Test contracted custom program(s) in isolated database				I	C			C				A	C		R				C		
Report discrepancies between specification and delivered contracted custom program(s)				I	I			I				A	R		C				C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C				I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system
 - Scope: Data conversion program complete; deliver converted data for review
 - Acceptance criteria: Initial error log available for review
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log
- Installation of Customizations on the City's server(s) *except for hosted Clients
 - Objective: Deliver Customization(s) in Tyler software
 - Scope: Program for Customization is complete and available in Tyler software, Customization testing
 - Acceptance criteria: Delivery of Customization(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review
 - Scope: Installation of all Standard Forms & Reports included in the Agreement
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	I	C	C	C	C			C	C
Develop Production Cutover Checklist		A	R	C							I	I	C	C	I	I			C	

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	User Acceptance Testing (UAT)																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I								
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I		
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C			
Validate Report performance			I	C		C						A	C		R			C			

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Customization(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I				C	
Validate final pass of data			I	C	C						I	A	C		R				C	
Load final conversion pass to Production environment			I		I						I	A	C	I	C				R	

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City Project Manager(s) to identify needs.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Data is available in production environment
- Support transition documents
 - Objective: Define strategy for on-going Tyler support
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
 - Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the Project. The Project Manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project Deliverables to align with satisfying the city's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to the city's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the city steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process
- Attends city steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by city Project Manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines project tasks and resource requirements
- Develops initial project schedule and full scale Project Plan
- Collaborates with city Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the city to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the city and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the city any items that may impact the outcomes of the Project
 - Collaborates with the city's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Sets a routine communication plan that will aide all project team members, of both the city and Tyler, in understanding the goals, objectives, current status and health of the project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the city following configuration
- Assists during Production Cutover process and provides production support until the city transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with city and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the city's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

5.1.5 Tyler Sales

- Provide sales background information to Implementation during project initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the city on the status and resolution of reported issues

5.2 city Roles and Responsibilities

city resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the city steering committee level as part of the escalation process
- Actively participates in organizational change communications

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team

- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - project Goals
 - city Policies

5.2.3 City Project Manager

The city shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the city Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from city to participate in discussions and make decisions in a timely fashion to avoid project delays.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines project tasks and resource requirements for County project team
 - Collaborates in the development and approval of the initial Project Plan and Project Plan
 - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
 - Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between the city and Tyler and takes all necessary steps to proactively mitigate these

- items or communicates with transparency to Tyler any items that may impact the outcomes of the project
- Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
- Routinely communicates with both city staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management
 - Acts as liaison between project team and stakeholders
 - Identifies and coordinates all city resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to city technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
 - Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to city Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues

- Communication with Tyler project team
- Coordination of city resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 City Power Users

- Participate in project activities as required by the project team and Project Manager(s)
- Provide subject matter expertise on city business processes and requirements
- Act as subject matter experts and attend current/future state and validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to city staff during and after implementation

5.2.6 City End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from city's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for city 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler

- Assists with software deployment as needed

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the city's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with city and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

5.2.9 City project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the project changes
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the city to Validate what was agreed to be in Scope has been Delivered.
Business Requirements Document	A specification document used to describe city requirements not available through Tyler software functionality, which will lead to a Modification with city acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.

Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	The city is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.

Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.
Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Tyler Resources Purchased

Tyler's complete EnerGov proposal as set forth in the Investment Summary have been defined within the project as follows:

-
- Estimated Timeline of

7.1 Billable Hours and Expenses in Scope

- Project Management Services = resource hours
- System Configuration Services = resource hours
- System Administration / Fundamentals Training = resource hours
- End User Training & Production Support = resource hours
- Report Development Services = resource hours
- Data Conversion Services = resource hours
- Travel Expense Estimate based on on-site trips (where a "trip" is defined as onsite travel of up to five business days)
 - The project plan, addressed below, will give detail on when Tyler expects to be traveling onsite over the course of the project.
 - NOTE: A typical "onsite week" is onsite at the customer site Monday – Thursday at an expected duration of 8 hours per day. Exceptions may apply to best serve the needs of the project.

7.1.1 Business Scope (Transactions and Automation)

- Unique Business Transactions in Scope = up to 10 Transactions
- Template Business Transactions in Scope = up to 10 Transactions
- Geo-Rules within Scope = up to 8 Geo-Rules
- Intelligent Objects and IAA's within Scope = up to 8 IO/IAA
- Custom Reports/Output documents within scope = up to 5 reports
- Integrations within scope = 0 No integrations within Scope (agency to leverage EnerGov SDK/API)
- Data Conversion Sources within scope = 1 (per data source)

7.1.2 "Business transaction" is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc)
- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event

7.1.3 "Template" transaction is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

7.1.4 “Geo-Rule” is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

• Alert	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• Block	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
• Block with Override	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
• Fee Date	• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
• Filed Mapping	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• Required Action	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• Required Step	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• Zone Mapping	• The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

7.1.5 “Intelligent Object (IO)” is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

7.1.6 “Intelligent Automation Agent (IAA)” is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

7.1.7 “EnerGov SDK API (Toolkits)” are defined by:

- API’s developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any “in-scope” integrations.

8 EnerGov Conversion Summary

8.1 Permitting

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

8.2 Code Case Management

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Violations
 - Fees
 - Payments
 - Notes

- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

8.3 Plan Management

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history

BIDDING FORM

	VENDOR # 1	VENDOR # 2	VENDOR # 3	VENDOR # 4
NAME	Viewpoint Government	FutureNet Group	Tyler Technologies	GreenTech
ADDRESS	320 Congress St	12801 Auburn St	One Tyler Dr	30 N Gould Suite 4004
CITY/ST/ZIP	Boston, MA 02210	Detroit, MI 48223	Yarmouth, ME 04096	Sheridan, WY 82801
TELEPHONE	614-577-9000	313-544-7117	800-772-2260 x4814	510-258-9467
EMAIL		-	jason.cloutier@tylertech.com	dj@greentechict.com
DATE	10/24/17	10/24/17	10/24/17	10/24/17
	Bassil Silver	Jay Mehta	Jason Cloutier	Deepak Jain
Product	Viewpoint Cloud	Accela	EnerGov	
Costs:				
One time	\$136,601.00	\$858,489.80	\$727,803.00	No bid
Year 1	\$136,601.00	\$84,411.36	\$411,130.00	
Year 2	\$54,410.00	\$86,943.70	\$46,557.00	
Year 3	\$58,218.00	\$89,552.01	\$48,885.00	
Year 4	\$62,294.00	\$92,238.57	\$51,329.00	
Year 5	\$66,655.00	\$95,005.93	\$53,895.00	
TOTAL	\$514,779.00	\$1,306,641.37	\$1,339,599.00	
Comments:	core features missing			

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Liza Tamura, City Clerk

Martha Alvarez, Senior Deputy City Clerk

Patricia Matson, Administrative Clerk II

SUBJECT:

Agenda Forecast (City Clerk Tamura).

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Attached is the most recent Agenda Forecast for City Council Review

July 11, 2018 Agenda Forecast

TENTATIVE DRAFT – SUBJECT TO CHANGE
**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

CEREMONIAL	CONSENT	PUBLIC HEARING	GENERAL BUSINESS	CITY COUNCIL	INFORMATIONAL
------------	---------	----------------	------------------	--------------	---------------

7/19/2018	<i>Adjourned Regular Meeting – Short Term Rentals Study Session – 6:00 PM Thursday</i>
Deadlines	Packet – 7/13
	1. Report
8/7/2018	<i>Regular Meeting – 6:00 PM Tuesday</i>
Deadlines	Finance – 6/26 City Manager – 7/3 City Attorney – 7/10 City Manager – 7/24 Packet – 8/2
18-0322	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
18-0246	3. Designation of Voting Delegate and Alternate to the 2018 League of California Cities Annual Conference and Authorize Delegate and Alternate Voting Authority on Proposed Resolution Being Considered at the Conference (City Clerk Tamura) (Consent)
18-0330	4. Adoption of Annual Investment Policy for Fiscal Year 2018-2019 and Delegation of Responsibility for Investing Funds to the City Treasurer (Interim Finance Director Charelian) (Consent)
18-0340	5. Resolution No. --- Approving Contract to Van Lingen Towing for Towing and Storage Services (Interim Finance Director Charelian) (Consent)
	6. Second Reading of Ordinance No. 18-0019 to Regular: (a) Banks, Catering Services, Offices, Communication Facilities, Veterinary Services and Optometrists; (b) Retail Store Sales Floor Area; and (c) Second-Floor Outdoor Dining, in the CD Downtown Commercial District, Consistent with the Downtown Specific Plan (Community Development Director McIntosh) (Consent)
18-0341	7. Resolution No. --- Awarding an Agreement to Athens Services for a Five-Year Street Sweeping and Pressure Washing Contract for an Estimated Value of \$3,096,685 in Response to RFP No. 1168-18 (Public Works Director Katsouleas) (Consent)
18-0343	8. Resolution No. --- Awarding an Agreement to Merchants Landscape Services, Inc. for a Five-Year Landscape Maintenance Services Agreement for \$2,828,220 in Response to RFP No. 1166-18 (Public Works Director Katsouleas) (Consent)
18-0318	9. Resolution No. 18-0091 Approving Amendment No.1 for \$55,000 to Michael Baker International’s (MBI) Existing Professional Services Agreement for Additional Engineering and Environmental Services for the Aviation Boulevard at Artesia Boulevard Southbound to Westbound Right Turn Lane Improvement Project (Public Works Director Katsouleas) (Consent)
18-0335	10. Resolution No. 18---- Authorizing a Proposed Changed to the City Manhattan Beach’s Community Development Block Grant (CDBG) Programmed Fiscal Year 2018-2019 Project and Fund Appropriation From CDBG Project No. 601962-15: “Installation of ADA Access Ramps, Cycle 3” to “Manhattan Beach Senior Villas Americans with Disabilities (ADA) Pathway Project” for \$106,801; and Resolution No. 18---Authorizing a CDBG Revolving grant Fund Agreement Between the City of Manhattan Beach and the Los Angeles County Community Development Commission (LACDC) to Appropriate the City’s Fiscal Year 2019-2020 and Fiscal Year 2020-2021 CDBG Annual Allocations in the Amount of Approximately \$213,602 to Complete the Manhattan Senior Villas Americans with Disabilities Act (ADA) Pathway Project (Public Works Director Katsouleas) (Consent)
18-0344	11. Coastal Development Permit and Variance from Required Setbacks, Open Space, Driveway Visibility and Parking for a Property Located at 2912 Ocean Drive (Community Development McIntosh) (Public Hearing)
18-0329	12. Request by Councilmember Montgomery to Discuss Changing Sepulveda Blvd to Pacific Coast Highway (City Council)
18-0323	13. Agenda Forecast (Informational)

TENTATIVE DRAFT – SUBJECT TO CHANGE
**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
 INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

CEREMONIAL	CONSENT	PUBLIC HEARING	GENERAL BUSINESS	CITY COUNCIL	INFORMATIONAL
------------	---------	----------------	------------------	--------------	---------------

8/21/2018	Regular Meeting – 6:00 PM Tuesday
Deadlines	Finance – 7/10 City Manager – 7/17 City Attorney – 7/24 City Manager – 8/7 Packet – 8/15
	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. Resolution No. --- Awarding RFP#1159-18 to Main Street for Charter Bus and Coach Services (Interim Finance Director Charelian) (Consent)
18-0340	4. Resolution No. --- Approving Contract to Van Lingen Towing for Towing and Storage Services (Interim Finance Director Charelian) (Consent)
18-0312	5. Resolution No. 18-0061 Authorizing the City Manager to Execute a Five-Year Lease with New Cingular Wireless PCS, LC (AT&T) (Interim Finance Director Charelian) (Consent)
18-0333	6. Update on the Sustainability Task Force and Authorize Formation of the Youth “Sustainability Squad” (Community Development Director McIntosh) (Consent)
18-0274	7. Resolution No. 18-0093 to Approve Public Utility (Water, Sewer, Storm Drain) Right-of-Way Relinquishments (Summary Vacations); Resolution No. 18-0094 to Accept Public Utility Easements at 3200 N. Sepulveda Boulevard; and Resolution No. 18-0095 to Authorize the Public Works Director and/or City Engineer to Accept and Consent to Deed or Grants for Street, Highway or Public Service Easements (Public Works Director Katsouleas) (Consent)
18-0258	8. Projections on Potential Parking Meter Rate Increase for City Lots, Streets, County and State Lots (Interim Finance Director Charelian) (Public Hearing)
18-0320	9. Resolution No. 18-0101 Approving the Chamber of Commerce Work Plan Contract for Fiscal Year 2018-2019 (City Manager Moe) (General Business)
18-0306	10. Consideration and Adoption of the City’s Draft Five-Year Plan to Address Homelessness in Our Community (City Manager Moe) (General Business)
18-0305	11. Discuss the Impacts of Senate Bill 415 and the Possibility of Changing the March 5, 2019 General Municipal Election to Another Date (City Clerk Tamura) (General Business)
18-0298	12. Discuss Potential Contract for Interim Ambulance Services (Acting Fire Chief Abell) (General Business)
18-0303	13. Approve Cultural Arts Commission Recommendations for Fiscal Years 2019-2021 Sculpture Garden (Parks and Recreation Director Leyman) (General Business)
18-0332	14. Presentations on Ocean Desalination Plan Proposed by West Basin Municipal Water District (Community Development Director McIntosh) (General Business)
	15. Director’s Update of Manhattan Village Mall Conditions of Approval (Community Development Director McIntosh) (General Business)
WP	16. Approval of Downtown Streetscape Enhancements (Community Development Director McIntosh and Public Works Director Katsouleas) (General Business)
	17. Agenda Forecast (Informational)

TENTATIVE DRAFT – SUBJECT TO CHANGE
FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS

CEREMONIAL	CONSENT	PUBLIC HEARING	GENERAL BUSINESS	CITY COUNCIL	INFORMATIONAL
------------	---------	----------------	------------------	--------------	---------------

9/4/2018	<i>Regular Meeting – 6:00 PM Tuesday – City Council Reorganization Mayor Napolitano/Mayor Pro Tem Hersman</i>
Deadlines	Finance – 7/24 City Manager – 7/31 City Attorney – 8/7 City Manager – 8/21 Packet – 8/29
	Pledge –
	1. City Council Reorganization (City Clerk Tamura)
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
18-0311	4. Resolution No. 18-0103 Approving the 2019 Conflict of Interest Code for the City of Manhattan Beach (City Clerk Tamura) (Consent)
18-0319	5. Resolution No. 18-0104 Awarding RFP No. 1141-18 to UniFirst Corporation for a Four-Year Contract for Uniform Rental Services with an Estimated Annual Value Not-to-Exceed \$--- (Interim Finance Director Charelian) (Consent)
18-0342	6. Resolution No. --- Awarding RFP#1153-18 to Smart Source for a Three-Year Contract for Citywide Printing Services with an Estimated Annual Value Not-to-Exceed \$50,000 (Interim Finance Director Charelian) (Consent)
18-0338	7. Resolution No. --- Approving Amendment No. 2 to the Agreement for Professional Services with JHD Planning, LLC for Additional Housing Element and Related Planning Services (Community Development McIntosh) (Consent)
18-0302 WP	8. Capital Improvements Corporation (Interim Finance Director Charelian) (CIC)
	9. Los Angeles County Library Surplus Recommendations (Parks and Recreation Director Leyman) (General Business)
	10. Agenda Forecast (Informational)
9/18/2018	<i>Regular Meeting – 6:00 PM Tuesday</i>
Deadlines	Finance – 8/7 City Manager – 8/14 City Attorney – 8/21 City Manager – 9/4 Packet – 9/12
	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
18-0269	3. Updated Facility Reservation Policy Based on City Council Direction (Parks and Recreation Director Leyman) (Consent)
18-0222 WP	4. Six-Month Trial Basis Assessment of the Measures for West Marine Avenue Neighborhood Traffic Management Plan (Community Development Director McIntosh) (Public Hearing)
18-0235 WP	5. Proposed Draft City Council Communications Policy (City Manager Moe) (General Business)
WP	6. City Council Sponsorship Policy (City Manager Moe) (General Business)
WP	7. Update to CalPERS Pension Costs and Unfunded Accrued Liability (Interim Finance Director Charelian) (General Business)
	8. City Hall Security (Infrastructure Upgrades and City Staff Training) (Police Chief Abell) (General Business)
	9. Field Allocation Policy: Updated Fee Options (Parks and Recreation Director Leyman) (General Business)
	10. Update on Report Received from SCE Regarding Manhattan Beach’s Inventory Analysis (Public Works Director Katsouleas) (General Business)
	11. Agenda Forecast (Informational)

TENTATIVE DRAFT – SUBJECT TO CHANGE
**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
 INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

CEREMONIAL	CONSENT	PUBLIC HEARING	GENERAL BUSINESS	CITY COUNCIL	INFORMATIONAL
------------	---------	----------------	------------------	--------------	---------------

10/2/2018	<i>Regular Meeting – 6:00 PM Tuesday</i>
Deadlines	Finance – 8/21 City Manager – 8/28 City Attorney – 9/4 City Manager – 9/18 Packet – 9/26
WP	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. Quarterly Update on City Work Plan (City Manager Moe) (Consent)
	4. Update on Revenue Enhancements, Stormwater Fund and Streetlighting and Landscaping (Interim Finance Director Charelian) (General Business)
	5. Dial-A-Ride Transportation Updates (Parks and Recreation Director Leyman) (General Business)
	6. Historical Society Art and Facility Assessment (Parks and Recreation Director Leyman) (General Business)
WP	7. Merchandising and Licensing Branding for the City (Parks and Recreation Director Leyman) (General Business)
10/9/2018	<i>IT Fiber Master Plan Study Session – 1:00 PM Tuesday</i>
Deadlines	Packet – 10/3
	Pledge –
10/16/2018	<i>Regular Meeting – 6:00 PM Tuesday</i>
Deadlines	Finance – 9/4 City Manager – 9/11 City Attorney – 9/18 City Manager – 10/2 Packet – 10/10
WP 18-0301	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. City Donation Program (Parks and Recreation Director Leyman) (General Business)
	4. City of Manhattan Beach Donation Policy (Parks and Recreation Director Leyman) (General Business)
	5. Agenda Forecast (Informational)
11/6/2018	<i>Regular Meeting – 6:00 PM Tuesday</i>
Deadlines	Finance – 9/25 City Manager – 10/2 City Attorney – 10/9 City Manager – 10/23 Packet – 10/31
	Pledge –
	1. Presentation of a Proclamation Declaring November 2018 as National Caregivers Month (Ceremonial)
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	4. Agenda Forecast (Informational)
11/20/2018	<i>Regular Meeting – 6:00 PM Tuesday</i>
Deadlines	Finance – 10/9 City Manager – 10/16 City Attorney – 10/23 City Manager – 11/6 Packet – 11/14
	Pledge –
	1. Presentation of Certificates of Recognition to the Winners of the 2018 Fire Department Annual “Home Escape Plan” Contest (Ceremonial)
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	4. Update and Discuss of Annual Meeting with County Library Staff (Parks and Recreation Director Leyman) (General Business)
	5. Agenda Forecast (Informational)

TENTATIVE DRAFT – SUBJECT TO CHANGE
FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS

CEREMONIAL	CONSENT	PUBLIC HEARING	GENERAL BUSINESS	CITY COUNCIL	INFORMATIONAL
------------	---------	----------------	------------------	--------------	---------------

12/4/2018	<i>Regular Meeting – 6:00 PM Tuesday</i>				
Deadlines	Finance – 10/23	City Manager – 10/30	City Attorney – 11/6	City Manager – 11/20	Packet – 11/28
	Pledge –				
	1. City Council Minutes (City Clerk Tamura) (Consent)				
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)				
	3. Agenda Forecast (Informational)				
12/18/2018	<i>Regular Meeting – 6:00 PM Tuesday</i>				
Deadlines	Finance – 11/6	City Manager – 11/13	City Attorney – 11/20	City Manager – 12/4	Packet – 12/12
	Pledge –				
	1. City Council Minutes (City Clerk Tamura) (Consent)				
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)				
WP	3. Walkabout Events Proposals and Community Grant Program (Parks and Recreation Director Leyman) (General Business)				
	4. Agenda Forecast (Informational)				
1/2/2019	<i>Regular Meeting – 6:00 PM Wednesday</i>				
Deadlines	Finance – 11/20	City Manager – 11/27	City Attorney – 12/4	City Manager – 12/18	Packet – 2/26
	Pledge –				
1/15/2019	<i>Regular Meeting – 6:00 PM Tuesday</i>				
Deadlines	Finance – 12/4	City Manager – 12/11	City Attorney – 12/18	City Manager – 1/1	Packet – 1/9
	Pledge –				
2/5/2019	<i>Regular Meeting – 6:00 PM Tuesday</i>				
Deadlines	Finance – 12/25	City Manager – 1/1	City Attorney – 1/8	City Manager – 1/22	Packet – 2/13
	Pledge –				
2/19/2019	<i>Regular Meeting – 6:00 PM Tuesday</i>				
Deadlines					
	Pledge –				
3/6/2019	<i>Regular Meeting – 6:00 PM Wednesday</i>				
Deadlines					
	Pledge –				
3/19/2019	<i>Regular Meeting – 6:00 PM Tuesday</i>				
Deadlines					
	Pledge –				
4/2/2019	<i>Regular Meeting – 6:00 PM Tuesday</i>				
Deadlines					
	Pledge –				
4/16/2019	<i>Regular Meeting –p 6:00 PM Tuesday</i>				
Deadlines					
	Pledge –				
5/7/2019	<i>Regular Meeting – 6:00 PM Tuesday</i>				
Deadlines					
	Pledge –				
5/21/2019	<i>Regular Meeting – 6:00 PM Tuesday</i>				
Deadlines					
	Pledge –				

TENTATIVE DRAFT – SUBJECT TO CHANGE**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

CEREMONIAL

CONSENT

PUBLIC HEARING

GENERAL BUSINESS

CITY COUNCIL

INFORMATIONAL

INFORMATIONAL MEMOS

Date Requested	Councilmember/ Staff Requested	Responsible Department	Memo	Anticipated Date
4/18/17	Napolitano		Report on the Future Plans and Grant Finding Opportunities Regarding National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements	Q2 2018
4/18/17	Lesser	PW	Report on Possible Funding Opportunities from Metro and City Projects Relating to Public Transportation and Measure M	Q2 2018 (6/5/18)
WP 3/9/18	Taylor	IT	Update on Portable Recording Equipment	TBD
5/30/17	City Council	CC	Discussion of Potential City Store	TBD

CITY COUNCIL REQUESTS

Date Requested	Councilmember/ Staff Requested	Responsible Department	Memo	Anticipated Date
5/30/17	Napolitano	PR	Policy Discussion of City Sponsorship of Community Events	9/18/18
11/7/17	Howorth	FD	Discussion of City's Emergency/Information Communication Dissemination to the Public	Study Session
11/21/17	Howorth	PR	Update and Discussion of Annual Meeting with County Library Staff (County of Los Angeles – Library Commission Meeting November 19, 2018)	11/20/18
11/21/17	Howorth	IT	Discussion of a Working Group on Technology Focusing on Residents Interface with Technology	TBD
WP 3/9/18	McIntosh	CD	Update on State Housing Laws	January 2019
WP 3/9/18	Lesser Montgomery Howorth	PW CD	Discussion of Downtown Business Employees Overflow Parking	March 2019
WP 3/9/18	City Council	CD IT CA	Discussion of Telecom Facilities with an Updated Ordinance	10/2/18
WP 3/9/18	Montgomery	CD	Assessment Regarding Pending Projects for the Traffic Engineer	TBD
WP 3/9/18	Hersman	FD HR	Update on Recruitment of Fire Management Open Executive Positions	TBD
WP 3/9/18	Montgomery Howorth Hersman	IT	Update on City Website	10/16/18
WP 3/9/18	City Council	IT	Update on New City URL (.gov)	10/16/18
WP 3/9/18	Howorth Hersman	CD	Update on Manhattan Beach Boulevard and Sepulveda Boulevard Property (Rite Aid)	TBD
WP 3/9/18	Napolitano	CD	Infrastructural Aesthetics/Design Initiative for Public Projects	TBD

TENTATIVE DRAFT – SUBJECT TO CHANGE

**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

CEREMONIAL

CONSENT

PUBLIC HEARING

GENERAL BUSINESS

CITY COUNCIL

INFORMATIONAL

Date Requested	Councilmember/ Staff Requested	Responsible Department	Memo	Anticipated Date
WP 3/9/18	Lesser Napolitano Hersman	FD	Emergency Preparedness (Internal and External Training)	December 2018
WP 3/9/18	Zadroga-Haase	HR	Collective Bargaining Negotiations with 6 Labor Groups	January 2019
WP 3/9/18	Zadroga-Haase	HR	Employee Handbook	March 2019
WP 3/9/18	Abell Espinosa	PD FD	Police and Fire Software Updates and Solutions (Dispatch, Database, CAD and Emergency Notification System)	June 2019
WP 3/9/18	Taylor	IT	Update on IT Master Plan	10/9/18
WP 3/9/18	Tamura Taylor	CC IT	Centralized Citywide Contract Management Systems (Part of IT Master Plan)	June 2019
WP 3/9/18	Charelian	FN	Update on User Fee Cost Allocation Study	October 2019
WP 3/9/18	Katsouleas	PW	Parking Management (Parking Meter Solution)	TBD
3/20/18	City Council	PD	Review and Approve School Safety Security Measures	TBD
4/17/18	McIntosh	CD	Ordinance Regarding the Distribution and Sale of Single-Use Items (Sustainability)	TBD
4/17/18	Lesser Hersman	CD	Air Conditioning Restrictions in Units	TBD
5/15/18	City Council	PR	Revised Special Event Policy	7/17/18
5/15/18	City Council	PR	Revised Facility Reservation Policy	7/17/18
5/22/18	Napolitano	MS	Discussion on Preservation of City History	TBD
5/22/18	Napolitano	MS	Update of Chamber of Commerce Additional Funding Request	8/21/18
6/5/18	Montgomery	PW	Discussion of Possibly Changing Sepulveda Blvd to Pacific Coast Highway	8/7/18
6/5/18	Napolitano Howorth	PW	Inventory List that Includes Vendors that Utilize Pesticides, Herbicides, Insecticides and Poisons and Consideration on Placing a Ban on the Chemicals Utilized	TBD
6/5/18	Napolitano Howorth	MS	Discussion of the Sunshine Policy	TBD
6/5/18	City Council	PW	Update on City Signage Options and Priorities	9/18/18
6/5/18	Howorth	PW	Research Options of Installation of Bollards and Locations	TBD
6/19/18	City Council	CD	Draft Ordinance Incorporating Elements of the Downtown Specific Plan that are not Addressed in IZO 17-0007-U	TBD

TENTATIVE DRAFT – SUBJECT TO CHANGE
**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
 INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

CEREMONIAL	CONSENT	PUBLIC HEARING	GENERAL BUSINESS	CITY COUNCIL	INFORMATIONAL
------------	---------	----------------	------------------	--------------	---------------

Date Requested	Councilmember/ Staff Requested	Responsible Department	Memo	Anticipated Date
6/19/18	City Council	CA CC	Provide Impacts of Senate Bill 415 and Explore Additional Options in Moving Forward with the March Statewide Elections in the Future	8/21/18
6/19/18	Montgomery	PW	Update on Prioritization of Street Resurfacing Projects After Pavement Management Plan is Complete	TBD
6/19/18	Lesser	MS	Update on Frontier Communications	TBD

FUTURE MEETINGS TO BE SCHEDULED

Date Requested	Councilmember/ Staff Requested	Responsible Department	Memo	Anticipated Date
		MS	Joint City Council/Beach Cities Health District Meeting	TBD
WP 1/31/17	Taylor	IT	Citywide Fiber Master Plan Study Session	10/9/18
3/6/18	City Council	CD	Short-Term Rentals Study Session	7/19/18

Please note that all items with “**WP**” indicate that the item was added at the March 9, 2018 City Council – Work Plan Meeting

Agenda Date: 7/17/2018

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Anne McIntosh, Community Development Director

SUBJECT:

Commission Minutes:

This Item Contains Planning Commission Action Meeting Minutes of June 27, 2018 (Community Development Director McIntosh).

INFORMATION ITEM ONLY

The attached minutes are for information only:

1. Planning Commission Action Meeting Minutes of June 27, 2018



City Of Manhattan Beach
Planning Commission Meeting Action Minutes
Wednesday, June 27, 2018

6:00 P.M.

City Hall Council Chambers
1400 Highland Avenue, Manhattan Beach, CA 90266

1. CALL MEETING TO ORDER **6:00 p.m.**

2. PLEDGE TO FLAG

3. ROLL CALL **Fournier, Burkhalter, Thompson, Morton, Chair Seville-Jones**

4. APPROVAL OF AGENDA **Approved with no changes (5:0)**
This is the time for the Planning Commission to notify the public of any changes to the agenda.
MOTION TO APPROVE AGENDA

5. AUDIENCE PARTICIPATION **(3 minutes per person) None**

6. APPROVAL OF MINUTES **Approved with no changes (5:0)**

06/27/18-1. Regular Meeting –June 13, 2018

7. DIRECTOR’S ITEMS
a. Update on previous Commission projects **Macy’s, Urban Plates, Gelson’s, Skechers, Sepulveda Initiatives**

8. PLANNING COMMISSION ITEMS
a. Joint City Council/Planning Commission/Parking and Public Improvements Commission Meeting was held on June 20, 2018

9. TENTATIVE AGENDA July 11, 2018
1. Sunrise Senior Living – Appeal of Community Development Director’s decision
Item may be continued to July 25, 2018 meeting

10. ADJOURNMENT TO July 11, 2018 **6:07 p.m.**

July 25, 2018 August 8, 2018 August 22, 2018 September 12, 2018 September 26, 2018

Meetings are broadcast live through Manhattan Beach Local Community Cable, Channel 8 (Spectrum), Channel 35 (Frontier), and live streaming 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 Channel 8 (Spectrum), Channel 35 (Frontier) and on demand via the City's website. To view other on demand webcasts the City provides for residents and viewers, go to www.citymb.info/MBTV.

