

City Council Regular Meeting

Regular Meeting

Tuesday, July 6, 2021

6:00 PM

City Council Chambers

Public Participation Via Zoom and In-Person at City Council Chambers



ELECTED OFFICIALS

Mayor Suzanne Hadley

Mayor Pro Tem Hildy Stern

Councilmember Steve Napolitano

Councilmember Richard Montgomery

Councilmember Joe Franklin

City Treasurer Tim Lilligren

EXECUTIVE TEAM

City Manager Bruce Moe

City Attorney Quinn Barrow

City Clerk Liza Tamura

Community Development Director Carrie Tai

Finance Director Steve Charelian

Fire Chief Michael Lang

Human Resources Director Lisa Jenkins

Information Technology Director Terry Hackelman

Parks and Recreation Director Mark Leyman

Police Chief Derrick Abell

Public Works Director Erick Lee

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 6, 2021

City Council Meeting Agenda Packet:

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MANHATTAN BEACH'S CITY COUNCIL WELCOMES YOU!

Your presence and participation contributes to good city government.

By participating in City Council meetings, either in person or virtually, you are participating in the process of representative government. To encourage that participation, the City Council 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.

City Council Chambers are, once again, open to the public. Pursuant to Governor Newsom's executive orders issued in response to the COVID-19 pandemic, the City continues to offer an opportunity to participate in Council meetings via Zoom. In the interest of maintaining appropriate social distancing, the City Council encourages the public to participate by submitting comments in advance of the meeting, no later than 5:30 PM, July 6, 2021 (the day of the meeting), via:

- 1) eComment at <http://www.citymb.info/ecomment>;
- 2) email to cityclerk@citymb.info; or
- 3) telephone message recorded at (310) 802-5030.

All of your comments provided by the deadlines above will be available to the City Council and the public prior to the meeting.

In addition, you may participate by joining Zoom during the meeting. Instructions are provided on item F (Public Comments).

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, June 30, 2021, 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.

PLEASE NOTE THAT THE CITY COUNCIL MAY ACT ON ANY ITEM LISTED ON THE AGENDA.

A. CALL MEETING TO ORDER

B. PLEDGE TO THE FLAG

C. ROLL CALL

D. CEREMONIAL CALENDAR

1. Presentation of a Proclamation Declaring the Month of July 2021, as Parks and Recreation Month.

[21-0105](#)

PRESENT

Attachments: [Proclamation - Parks and Recreation Month 2021](#)

2. Presentation of a Certificate of Recognition to Grace Donahue, Teen Entrepreneur and Owner of Grace's Organic Homemade Ice Cream.

[21-0211](#)

PRESENT

Attachments: [Certificate of Recognition - Grace Donahue](#)

3. Introduction of New Public Works Director Erick Lee.

4. Introduction of New Fire Chief Michael Lang.

E. 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

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.

Pursuant to Governor Newsom's Executive Order No. N-09-21, The City Council encourages the public to participate by submitting comments in advance of the meeting, no later than 5:30 PM, July 6, 2021 (the day of the meeting), via:

- 1) eComment at <http://www.citymb.info/ecomment>;
- 2) email to cityclerk@citymb.info; or
- 3) telephone message recorded at (310) 802-5030.

All of your comments provided by the deadlines above will be available to the City Council and the public prior to the meeting.

IN PERSON PUBLIC PARTICIPATION

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.

ZOOM PUBLIC PARTICIPATION

If you wish to speak on any item on the agenda, please register in advance by clicking the following link: <https://citymb.seamlessdocs.com/f/publiccomment>.

Even when submitting this request you will need to use the "raise hand" feature via Zoom during the presentation of that Agenda Item in order to confirm with the City Clerk's Office that you wish to provide comments.

- 1) Join Zoom Meeting via the internet:

Direct URL: <https://citymb-info.zoom.us/j/93376200363>, Meeting ID: 933-7620-0363

During the meeting you will need to use the "raise hand" button through Zoom at the time the Agenda Item is being presented for City Council consideration.

- 2) Join Zoom Meeting via Phone Conference (Voice Only):

Phone Number: (669) 900-6833, Meeting ID: 933 7620 0363

During the meeting you will need to enter *9 on the phone's dial pad at the time the Agenda Item is being presented for City Council consideration.

Please note, the City is not responsible for the public's use of Zoom as it relates to the software, configuration, and setting on a personal device. The public is encouraged to visit the Zoom website for information on use of this software. The City's use of Zoom is consistent with the platform features and functions as described on the Zoom website.

G. COVID-19

5. City Manager Report on EOC (Emergency Operations Center) and Update on COVID-19 Response.

H. 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.

6. City Council Minutes: [21-0161](#)
This Item Contains Minutes of the Following City Council Meeting(s):
 - a) City Council Special Meeting Minutes of June 14, 2021
 - b) City Council Regular Meeting Minutes of June 15, 2021
(City Clerk Tamura).**APPROVE**

Attachments: [City Council Special Meeting Minutes of June 14, 2021](#)
[City Council Regular Meeting Minutes of June 15, 2021](#)
7. Financial Reports: [21-0154](#)
Schedule of Demands for June 10, 2021, and June 17, 2021 (Finance Director Charelian).
ACCEPT REPORT AND DEMANDS

Attachments: [Schedule of Demands for June 10, 2021 and June 17, 2021](#)
8. Consideration of a Resolution Approving a Five-Year Agreement with AdminSure, Inc. for Third Party Administration Services in Support of the Self-Insured Workers' Compensation Program for an Amount Not-To-Exceed \$1,221,144 (Human Resources Director Jenkins). [21-0205](#)
ADOPT RESOLUTION NO. 21-0055

Attachments: [Resolution No. 21-0055](#)
[Agreement - AdminSure, Inc.](#)
9. Consideration of a Resolution Approving a Five-Year Agreement with AdminSure, Inc. for Third Party Administration Services in Support of the Self-Insured General Liability Program for an Amount Not-To-Exceed \$180,000 (Human Resources Director Jenkins). [21-0207](#)
ADOPT RESOLUTION NO. 21-0060

Attachments: [Resolution No. 21-0060](#)
[Agreement - AdminSure, Inc.](#)

10. Consideration of a Resolution Approving the Professional Services Agreement with Willdan Engineering for Calendar Year 2021 for Building and Safety Support Services, Including Code Enforcement, for the Community Development Department at a Cost Not-to-Exceed \$343,200 (Community Development Director Tai). [21-0193](#)
ADOPT RESOLUTION NO. 21-0054
Attachments: [Resolution No. 21-0054](#)
[Agreement - Willdan Engineering](#)
11. Consideration of: 1) Formally Accepting as Complete the Roof Replacements for the Recreation Hall and Recreation Center in Live Oak Park, and the Community Building at Marine Avenue Park; 2) Authorizing the Filing of the Notice of Completion with the County Recorder; 3) Approving Contract Change Order No. 5 with Best Contracting Services, Inc. for \$12,615; and 4) Releasing the Retention of \$15,440 (Public Works Director Lee). [21-0182](#)
ACCEPT AND AUTHORIZE
Attachments: [Change Order No. 5 - Best Contracting Services, Inc.](#)
[Change Order Nos. 1-4 - Best Contracting Services, Inc.](#)
[Location Map](#)
12. Consideration of a Resolution Approving the Application for \$4,936,566 in Grant Funds for the Urban Flood Protection Grant Program for Manhattan Beach Stormwater Infiltration Project (Public Works Director Lee). [21-0197](#)
ADOPT RESOLUTION NO. 21-0057
Attachments: [Resolution No. 21-0057](#)
[Project Site and Schematic Layout Overview](#)
[Part 1 and 2 Urban Flood Protection Grant Application](#)

I. ITEMS REMOVED FROM THE CONSENT CALENDAR

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

J. PUBLIC HEARINGS

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

13. Conduct Public Hearing Regarding the Annual Stormwater Service Fee for Fiscal Year 2021-2022 (Finance Director Charelian). [21-0054](#)
a) **CONDUCT PUBLIC HEARING**
b) **ADOPT RESOLUTION NO. 21-0058**
Attachments: [Resolution No. 21-0058](#)

K. GENERAL BUSINESS

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

14. Quarterly Update on the City's Homelessness Initiatives (City Manager Moe). [21-0200](#)
RECEIVE REPORT
Attachments: [South Bay Beach Cities Report \(November 2019 - May 2021\)](#)
[Outreach Regional Response Report](#)
15. Continued Discussion of Fees for the Business Use of the Public Right-of-Way (Community Development Director Tai). [21-0209](#)
DISCUSS AND PROVIDE DIRECTION
Attachments: [Public Comment](#)
16. Enterprise Project Implementation Quarterly Update of: 1) Munis Enterprise Resource Planning (ERP), and 2) EnerGov Land Management System (LMS) Solutions; Demonstration of Munis Financials Module (Information Technology Director Hackelman). [21-0141](#)
RECEIVE REPORT

L. CITY COUNCIL REQUESTS AND REPORTS INCLUDING AB 1234 REPORTS

In addition to providing reports of meetings and conferences attended by Councilmembers in connection with their official duties at City expense as required by AB 1234, Councilmembers requested at a previous City Council meeting that the following item(s) be placed on the agenda for discussion.

M. FUTURE AGENDA ITEMS

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

N. CITY MANAGER REPORT**O. CITY ATTORNEY REPORT**

P. INFORMATIONAL ITEMS

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

17. Commission Minutes:

[21-0210](#)

This Item Contains Minutes of the following City Commission Meetings:

- a) Planning Commission Meeting Minutes of March 24, 2021 (Community Development Director Tai)
- b) Planning Commission Meeting Minutes of May 26, 2021 (Community Development Director Tai)
- c) Parking and Public Improvements Commission Meeting Minutes of May 27, 2021 (Cancelled) (Community Development Director Tai)
- d) Planning Commission Meeting Minutes of June 23, 2021 (Cancelled) (Community Development Director Tai)
- e) Parking and Public Improvements Commission Meeting Minutes of June 24, 2021 (Cancelled) (Community Development Director Tai).

INFORMATION ITEM ONLY

Attachments: [Planning Commission Meeting Minutes of March 24, 2021](#)
[Planning Commission Meeting Minutes of May 26, 2021](#)
[Parking and Public Improvements Commission Meeting Minutes of May 27, 2021 \(Cancelled\)](#)
[Planning Commission Meeting Minutes of June 23, 2021 \(Cancelled\)](#)
[Parking and Public Improvements Commission Meeting Minutes of June 24, 2021 \(Cancelled\)](#)

Q. CLOSED SESSION

R. ADJOURNMENT

Adjourning in memory of Joseph "Big Joe" Cunningham.

S. FUTURE MEETINGS

CITY COUNCIL MEETINGS

July 20, 2021 - Tuesday -- 6:00 PM - City Council Meeting
August 3, 2021 - Tuesday -- 6:00 PM - City Council Meeting
August 24, 2021 - Tuesday -- 6:00 PM - City Council Meeting (Rescheduled)
September 7, 2021 - Tuesday -- 6:00 PM - City Council Meeting (Reorganization)
September 21, 2021 - Tuesday -- 6:00 PM - City Council Meeting
October 5, 2021 - Tuesday -- 6:00 PM - City Council Meeting
October 19, 2021 - Tuesday -- 6:00 PM - City Council Meeting
November 2, 2021 - Tuesday -- 6:00 PM - City Council Meeting
November 16, 2021 - Tuesday -- 6:00 PM - City Council Meeting
December 7, 2021 - Tuesday -- 6:00 PM - City Council Meeting
December 21, 2021 - Tuesday -- 6:00 PM - City Council Meeting

BOARDS, COMMISSIONS AND COMMITTEE MEETINGS

July 12, 2021 - Monday - 5:00 PM - Library Commission Meeting
July 14, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
July 19, 2021 - Monday - 5:00 PM - Cultural Arts Commission Meeting
July 22, 2021 - Thursday - 4:00 PM - Parking and Public Improvements Commission
July 26, 2021 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
July 28, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
August 9, 2021 - Monday - 5:00 PM - Library Commission Meeting
August 11, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
August 16, 2021 - Monday - 5:00 PM - Cultural Arts Commission Meeting
August 23, 2021 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
August 25, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
August 26, 2021 - Thursday - 4:00 PM - Parking and Public Improvements Commission

T. CITY OFFICES CLOSED**CITY HOLIDAYS:**

September 6, 2021 - Monday - Labor Day
October 11, 2021 – Monday – Columbus Day
November 11, 2021 – Thursday – Veterans Day
November 25-26, 2021 - Thursday & Friday - Thanksgiving Holiday
December 24, 2021 - Friday - Christmas Day Observed (Saturday, December 25, 2021)
December 31, 2021 – Friday – New Years Day Observed (Saturday, January 1, 2022)
January 17, 2022 – Monday – Martin Luther King Day
February 21, 2022 - Monday - Presidents Day
May 30, 2022 – Monday – Memorial Day
July 4, 2021 - Monday - Independence Day



CITY OF MANHATTAN BEACH
1400 Highland Avenue Manhattan Beach, CA 90266
www.citymb.info • (310) 802-5000

STAFF REPORT

Agenda Date: 7/6/2021

TO:

Members of the City Council

FROM:

Mayor Hadley

SUBJECT:

Presentation of a Proclamation Declaring the Month of July 2021, as Parks and Recreation Month.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proclaim the Month of July 2021, as
Parks and Recreation Month**

Proclamation

- Whereas,* parks and recreation programs are an integral part of communities throughout this country, including Manhattan Beach; and
- Whereas,* the Parks and Recreation Department has been providing programs and services to the residents of Manhattan Beach since 1941; and
- Whereas,* our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and
- Whereas,* residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during non-school hours; it promotes the arts, it increases social connections and promotes lifelong learning; and
- Whereas,* these programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and
- Whereas,* parks provide access to the serenity and the inspiration of nature and outdoor spaces as well as preserve and protect the historic, natural and cultural resources in our community; and
- Whereas,* the residents of Manhattan Beach including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, tennis courts, facilities and programs; and
- Whereas,* the City of Manhattan Beach urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods.

Now, Therefore, Be It Resolved that I, Suzanne Hadley, Mayor of the City of Manhattan Beach, California, on behalf of the City Council and the residents of Manhattan Beach, do hereby proclaim the month of July 2021, as

Parks and Recreation Month

And in doing so, urge all citizens of Manhattan Beach to use and enjoy our parks and recreation opportunities, taking into consideration the beneficial effect to the well-being of all.

Dated this 6th day of July, 2021.

ATTEST:

CITY CLERK LIZA TAMURA

MAYOR SUZANNE HADLEY



CITY OF MANHATTAN BEACH
1400 Highland Avenue Manhattan Beach, CA 90266
www.citymb.info • (310) 802-5000

STAFF REPORT

Agenda Date: 7/6/2021

TO:

Members of the City Council

FROM:

Mayor Hadley

SUBJECT:

Presentation of a Certificate of Recognition to Grace Donahue, Teen Entrepreneur and Owner of Grace's Organic Homemade Ice Cream.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize
Grace Donahue
Teen Entrepreneur and Owner of Grace's Organic Homemade Ice Cream**

Certificate of Recognition

The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize

Grace Donahue

Teen Entrepreneur
and
Owner of Grace's Organic Homemade Ice Cream

Dated this 6th Day of July, 2021

MAYOR SUZANNE HADLEY



CITY OF MANHATTAN BEACH CITY HALL

1400 Highland Avenue, Manhattan Beach, CA 90266

WEBSITE: www.citymb.info • **PHONE:** (310) 802-5000

AGENDA ITEM NO. 3

Introduction of New Public Works Director Erick Lee.



CITY OF MANHATTAN BEACH CITY HALL

1400 Highland Avenue, Manhattan Beach, CA 90266

WEBSITE: www.citymb.info • **PHONE:** (310) 802-5000

AGENDA ITEM NO. 4

Introduction of New Fire Chief Michael Lang.



CITY OF MANHATTAN BEACH CITY HALL

1400 Highland Avenue, Manhattan Beach, CA 90266

WEBSITE: www.citymb.info • **PHONE:** (310) 802-5000

AGENDA ITEM NO. 5

City Manager Report on EOC (Emergency Operations Center) and Update on COVID-19 Response.



Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Liza Tamura, City Clerk

Patricia Matson, Deputy City Clerk

SUBJECT:

City Council Minutes:

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

- a) City Council Special Meeting Minutes of June 14, 2021
- b) City Council Regular Meeting Minutes of June 15, 2021
(City Clerk Tamura).

APPROVE

RECOMMENDATION:

The attached minutes are for City Council approval:

Attachment(s):

- 1. City Council Special Meeting Minutes of June 14, 2021
- 2. City Council Regular Meeting Minutes of June 15, 2021

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Monday, June 14, 2021

6:30 PM

CALL AND NOTICE OF A SPECIAL CITY COUNCIL MEETING

Zoom Meeting

City Council Special Meeting

ELECTED OFFICIALS

Mayor Suzanne Hadley

Mayor Pro Tem Hildy Stern

Councilmember Steve Napolitano

Councilmember Richard Montgomery

Councilmember Joe Franklin

**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

Mayor Hadley called the meeting to order.

B. PLEDGE TO THE FLAG

Mayor Hadley led the Pledge of Allegiance.

C. ROLL CALL

Present 5 - Mayor Hadley, Mayor Pro Tem Stern, Councilmember Napolitano, Councilmember Montgomery and Councilmember Franklin

D. PUBLIC COMMENTS (3 MINUTES PER PERSON)

Management Services, Senior Deputy City Clerk Martha Alvarez confirmed that the City did not receive any public comments prior to the start of the June 14, 2021 City Council Special Meeting.

Mayor Hadley opened the floor to public comment.

Seeing no requests to speak, Mayor Hadley closed the floor to public comment.

E. CLOSED SESSION

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

City Attorney Quinn Barrow announced the following Closed Session:

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

Agency Negotiators:

**Bruce Moe, City Manager
Lisa Jenkins, Human Resources Director**

Employee Groups:

**Manhattan Beach Firefighters' Association
Manhattan Beach Fire Management Association
Manhattan Beach Police Officers Association
Manhattan Beach Police Management Association
Manhattan Beach Mid-Management Employee Association
Manhattan Beach Part-Time Employees' Association
Unrepresented (Executive, Management and Confidential)
Teamsters Local 911****CLOSED SESSION ITEM**

II. RECESS INTO CLOSED SESSION

At 6:34 PM, Mayor Hadley announced that City Council would recess into Closed Session.

III. RECONVENE INTO OPEN SESSION

At 7:51 PM, the City Council reconvened into Open Session with all Councilmembers present except for Councilmember Montgomery.

IV. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION

City Attorney Barrow announced that pursuant to Government Code 54957.6, the City Council went into Closed Session to discuss the items identified on the agenda. The City Council gave direction to its labor negotiators and there was no other reportable action taken.

F. ADJOURNMENT

At 7:52 PM, Mayor Hadley adjourned the meeting to the 6:00 PM Regular City Council meeting on Tuesday, June 15, 2021.

Patricia Matson
Recording Secretary

Suzanne Hadley
Mayor

ATTEST:

Liza Tamura
City Clerk

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, June 15, 2021

6:00 PM

Regular Meeting

City Council Participation at City Council Chambers
Public Participation Via Zoom

City Council Regular Meeting

ELECTED OFFICIALS

Mayor Suzanne Hadley

Mayor Pro Tem Hildy Stern

Councilmember Steve Napolitano

Councilmember Richard Montgomery

Councilmember Joe Franklin

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www.citymb.info/departments/city-clerk/city-council-meetings-agendas-and-minutes

A. CALL MEETING TO ORDER

Mayor Hadley called the meeting to order.

B. PLEDGE TO THE FLAG

City Attorney Quinn Barrow led the Pledge of Allegiance.

C. ROLL CALL

Present: 5 - Mayor Hadley, Mayor Pro Tem Stern, Councilmember Napolitano, Councilmember Montgomery and Councilmember Franklin

D. CEREMONIAL CALENDAR

1. Presentation of Certificates of Recognition to Jake and Justin Oliak, [21-0195](#)
Teen Entrepreneurs and Owners of Beach Brothers Video.
PRESENT

Mayor Hadley, on behalf of the City Council, presented Certificates of Recognition to Jake and Justin Oliak as Teen Entrepreneurs and Owners of Beach Brothers Video.

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

Councilmember Franklin requested to remove from the Consent Calendar, for individual consideration, Agenda Item No. 9 - Consideration of a Resolution Approving a Master Use Permit to Allow a New Hotel at 600 S. Sepulveda Boulevard, and Adopting a Categorical Exemption in Accordance with the California Environmental Quality Act.

Councilmember Napolitano requested to remove from the Consent Calendar, for individual consideration, Agenda Item No. 6 - Consideration of a Resolution Approving the Beach Cities Health District Juvenile Diversion Project Contract and Status Update.

A motion was made by Mayor Pro Tem Stern, seconded by Councilmember Montgomery, to approve the agenda, waive full reading of ordinances, and remove Agenda Item Nos. 6 and 9 from the Consent Calendar for individual consideration. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

F. PUBLIC COMMENTS (3 MINUTES PER PERSON)

2. Verbal Report on City’s Emergency Notification System Platform Transition from Nixle to Everbridge (Acting Fire Chief O’Brien).

Acting Fire Chief Tim O’Brien provided a PowerPoint presentation regarding the City’s emergency notification system platform transition from Nixle to Everbridge and responded to City Council questions.

Police Chief Derrick Abell provided an update regarding an incident that occurred over the weekend in Metlox Plaza involving some of the City’s youth that were skateboarding in the area.

Management Services, Senior Deputy City Clerk Martha Alvarez confirmed that the City received the following public comments prior to the start of the June 15, 2021 Regular City Council meeting:

*Agenda Item No. 10
13 emails*

*Agenda Item No. 15
16 eComments
250 emails*

*Agenda Item No. 16
5 emails*

*Agenda Item No. 14
1 email*

*Other Items Not on the Agenda
2 emails*

Mayor Hadley opened the floor to public comments. The following individual(s) spoke:

- Danielle Wilson*
- Diana Skaar*
- Josh Murray*
- Adam Lee*
- Donald McPherson*
- Michael Jenkins*
- Ray Joseph*
- Robert Clarke*
- Jen Dohner*
- Suzanne Best*
- Michael Zislis*
- Fred Taylor*
- Heather Kim*
- Amy Howorth*

Seeing no further requests to speak, Mayor Hadley closed the floor to public comments.

G. COVID-19**3. City Manager Report on EOC (Emergency Operations Center) and Update on COVID-19 Response.**

City Manager Bruce Moe reported on the EOC (Emergency Operations Center) and responded to City Council questions. He also reported that starting on June 21, 2021, the new City Hall business hours would be 8:00 AM-5:00 PM Monday-Thursday and 8:00 AM-4:00PM on Friday.

City Manager Moe, City Attorney Quinn Barrow, and Community Development Director Carrie Tai responded to City Council questions.

Community Development Director Tai provided information on how to use the City's virtual walk-in queue and appointment systems.

H. CONSENT CALENDAR (APPROVE)

A motion was made by Councilmember Montgomery, seconded by Mayor Pro Tem Stern, to approve the Consent Calendar with the exception of Agenda Item Nos. 6 and 9, which were individually considered under Section I - Items Removed from the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

4. City Council Minutes: [21-0104](#)

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

- a) City Council Adjourned Regular Meeting Minutes of May 25, 2021
- b) City Council Adjourned Regular Meeting Minutes (Budget Study Session) of May 25, 2021
- c) City Council Adjourned Regular Meeting Minutes of June 1, 2021
- d) City Council Regular Meeting Minutes of June 1, 2021
(City Clerk Tamura).

APPROVE

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

5. Financial Reports: [21-0152](#)

Schedule of Demands May 20, 2021, May 27, 2021, and June 3, 2021
(Finance Director Charelian).

ACCEPT REPORT AND DEMANDS

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

6. Consideration of a Resolution Approving the Beach Cities Health District Juvenile Diversion Project Contract and Status Update (City Manager Moe). [21-0147](#)

ADOPT RESOLUTION NO. 21-0047

This item was removed from the Consent Calendar and heard under Section I - Items Removed from the Consent Calendar.

7. Consideration of the Grant-Funded Purchase of Eleven Portable Radios from Motorola Solutions, Inc. for \$72,189.15 (Police Chief Abell). [21-0185](#)

a) WAIVE FORMAL BIDDING

b) AUTHORIZE PURCHASE

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

8. Consideration of a Resolution Approving a Two-Year Agreement with Atkinson, Andelson, Loya, Ruud & Romo to Conduct Independent Investigations of Confidential Matters for an Amount Not-To-Exceed \$150,000 (Human Resources Director Jenkins). [21-0186](#)

ADOPT RESOLUTION NO. 21-0048

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

9. Consideration of a Resolution Approving a Master Use Permit to Allow a New 161-Room, 81,771 Square-Foot Hotel with Full Alcohol Service for Hotel Patrons and a New 14,500 Square-Foot Retail and Office Building with a Reduction in Parking to 152 Parking Spaces at 600 S. Sepulveda Boulevard, and Adopting a Categorical Exemption in Accordance with the California Environmental Quality Act (Community Development Director Tai). [21-0168](#)

ADOPT RESOLUTION NO. 21-0044

This item was removed from the Consent Calendar and heard under Section I - Items Removed from the Consent Calendar.

10. Consideration of the Revised Beach Cities Enhanced Watershed Management Program (EWMP) and Reasonable Assurance Analysis (RAA) and Authorization for the City Manager to Approve Submittal of the Revised EWMP and RAA to the Los Angeles Regional Water Quality Control Board (Interim Public Works Director Lee). [21-0145](#)

AUTHORIZE REPORT SUBMITTAL

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

11. Consideration of a Resolution Approving Amendment No. 1 to the Professional Services Agreement with Willdan Engineering, Inc. for Additional Management Support Services for the Public Works Department at a Cost Not-to-Exceed \$100,000 (Interim Public Works Director Lee). [21-0175](#)
APPROVE RESOLUTION NO. 21-0049

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

I. ITEMS REMOVED FROM THE CONSENT CALENDAR

6. Consideration of a Resolution Approving the Beach Cities Health District Juvenile Diversion Project Contract and Status Update (City Manager Moe). [21-0147](#)
ADOPT RESOLUTION NO. 21-0047

Councilmember Napolitano provided that he pulled the item to obtain more information regarding the status and background of the program.

Beach Cities Health District (BCHD) CEO, Tom Bakaly, provided a brief overview of the Juvenile Diversion Program.

BCHD Director of Youth Services, Ali Steward, provided background and data regarding the program.

BCHD representatives Steward and Bakaly responded to City Council questions.

Mayor Hadley opened the floor to public comments.

Seeing no requests to speak, Mayor Hadley closed the floor to public comments.

City Manager Bruce Moe responded to City Council questions.

A motion was made by Mayor Pro Tem Stern, seconded by Councilmember Montgomery, to adopt Resolution No. 21-0047 approving an agreement with Beach Cities Health District for Juvenile Diversion Project services. The motion also included a request to receive a quarterly report from the BCHD regarding the Juvenile Diversion Program. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

9. Consideration of a Resolution Approving a Master Use Permit to Allow a New 161-Room, 81,771 Square-Foot Hotel with Full Alcohol Service for Hotel Patrons and a New 14,500 Square-Foot Retail and Office Building with a Reduction in Parking to 152 Parking Spaces at 600 S. Sepulveda Boulevard, and Adopting a Categorical Exemption in Accordance with the California Environmental Quality Act (Community Development Director Tai).

[21-0168](#)

ADOPT RESOLUTION NO. 21-0044

Councilmember Franklin provided that he pulled the item to discuss the parking fees listed as condition no. 36 on page no. 18 of proposed Resolution No. 21-0044.

Community Development Director Carrie Tai responded to City Council questions.

Mayor Hadley opened the floor to public comments. The following individual(s) spoke:

*Jan Holtze
Keith McCullough
Darryl Franklin
Robert Clarke
Donald McPherson*

City Attorney Barrow clarified that Community Development Director Tai's email to Darryl Franklin welcomed public testimony and that the email will appear as part of the public record.

Public comments continued with speaker, Nancy Best.

Seeing no further requests to speak, Mayor Hadley closed the floor to public comments.

Community Development Director Tai responded to City Council questions.

City Attorney Barrow responded to City Council questions.

A motion was made by Mayor Pro Tem Stern, seconded by Councilmember Napolitano, to adopt Resolution No. 21-0044, (1) approving a Master Use Permit for a 161-room, 81,771 square-foot hotel and a 14,500 square-foot retail and office building, full alcohol service for hotel patrons and their guests, and parking pursuant to Municipal Code section 10.64.050B; (2) and making an environmental determination of categorical exemption in accordance with the California Environmental Quality Act (600 S. Sepulveda Boulevard). The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

Mayor Hadley and Councilmember Franklin both registered their opposition to condition no. 36 on page no. 18 of Resolution No. 21-0044.

J. PUBLIC HEARINGS

- 12. Conduct Public Hearing to Consider Adopting a Resolution Providing for Annual Levy and Collection of Street Lighting and Landscaping District Maintenance Assessments for Fiscal Year 2021-2022 (Finance Director Charelian). [21-0050](#)

a) CONDUCT PUBLIC HEARING

b) ADOPT RESOLUTION NO. 21-0050 PROVIDING FOR ANNUAL LEVY AND COLLECTION OF FISCAL YEAR 2021-2022 MAINTENANCE ASSESSMENTS

Mayor Hadley opened the Public Hearing.

Finance Director Steve Charelian introduced the item and Financial Services Manager Libby Bretthauer provided the staff presentation.

Mayor Hadley opened the floor to public comments.

Seeing no requests to speak, Mayor Hadley closed the floor to public comments.

Mayor Hadley closed the Public Hearing.

A motion was made by Councilmember Montgomery, seconded by Mayor Pro Tem Stern, to adopt Resolution No. 21-0050 confirming a diagram and assessment for the 2021-2022 Fiscal Year, and ordering the improvements in connection with Manhattan Beach Landscaping and Street Lighting Maintenance District No. 99 pursuant to the provisions of Part 2 of Division 15 of the Streets and Highways Code. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

13. Conduct Public Hearing Regarding the Proposed 5-Year Capital Improvement Plan for Fiscal Years 2021-2022 Through FY 2025-2026 (Interim Public Works Director Lee).

[21-0183](#)

a) CONDUCT PUBLIC HEARING

b) ADOPT RESOLUTION NO. 21-0051

Mayor Hadley opened the Public Hearing.

Interim Public Works Director Erick Lee introduced the item and City Engineer Prem Kumar provided the PowerPoint presentation.

Mayor Hadley opened the floor to public comments.

Seeing no requests to speak, Mayor Hadley closed the floor to public comments.

Mayor Hadley closed the Public Hearing.

City Manager Bruce Moe provided that pursuant to the discussion the City Council had at the June 1, 2021 City Council meeting, the \$250,000 for the Manhattan Beach Unified School District had been included in the CIP plan. City Manager Moe also recognized City Engineer Kumar, Senior Civil Engineer Anastasia Seims, Public Works Senior Management Analyst Anna Luke-Jones, and Interim Public Works Director Lee for their work.

The City Council concurred with City Manager Moe's comments.

A motion was made by Councilmember Montgomery, seconded by Mayor Pro Tem Stern, to adopt Resolution No. 21-0051 approving the Capital Improvement Plan for Fiscal Years 2021-2022 through 2025-2026. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

At 8:06 PM the City Council recessed and reconvened at 8:20 PM with all Councilmembers present.

14. Public Hearing and Adoption of the Fiscal Year 2021-2022 Operating Budget, Including the Gann Appropriation Limit (Finance Director Charelian).

[21-0095](#)

a) CONDUCT PUBLIC HEARING

b) ADOPT RESOLUTION NO. 21-0052 AND NO. 21-0053

Mayor Hadley opened the Public Hearing.

Finance Director Steve Charelian provided the PowerPoint presentation.

Mayor Hadley opened the floor to public comments.

Seeing no requests to speak, Mayor Hadley closed the floor to public comments.

Mayor Hadley closed the Public Hearing.

A motion was made by Councilmember Montgomery, seconded by Councilmember Franklin, to adopt Resolution No. 21-0052 establishing the appropriations limit for Fiscal Year 2021-2022. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

A motion was made by Mayor Pro Tem Stern, seconded by Councilmember Montgomery, to adopt Resolution No. 21-0053 adopting the Fiscal Year 2021-2022 operating budget; and authorizing the City Manager to take certain personnel-related actions. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

City Manager Bruce Moe recognized Finance Director Charelian and his staff for their work. Mayor Hadley concurred.

K. GENERAL BUSINESS

15. Consideration of Accepting the Bruce's Beach History Advisory Board Report on the History of Bruce's Beach (City Manager Moe). [21-0184](#)

ACCEPT AS COMPLETE

City Manager Bruce Moe introduced Management Services, Management Analyst Alexandria Latragna who provided the staff presentation.

Management Analyst Latragna responded to City Council questions.

Mayor Hadley opened the floor to public comments.

Seeing no requests to speak, Mayor Hadley closed the floor to public comments.

A motion was made by Mayor Pro Tem Stern, seconded by Councilmember Napolitano, to accept the Bruce's Beach History Advisory Board Report on the History of Bruce's Beach.

Councilmember Franklin asked Mayor Pro Tem Stern if she would consider having the report go through a peer review by history professionals.

Mayor Pro Tem Stern declined the request.

A motion was made by Mayor Pro Tem Stern, seconded by Councilmember Napolitano, to adopt the Bruce's Beach History Advisory Board Report on the History of Bruce's Beach. The motion carried by the following vote:

Aye: 4 - Hadley, Stern, Napolitano and Montgomery

Nay: 1 - Franklin

Mayor Hadley announced that the report regarding the updated plaque language will appear on the July 20, 2021 agenda.

Councilmember Franklin inquired if the floor could be reopened to public comment.

City Attorney Barrow provided that the public received two opportunities to provide public comment during the meeting regarding this item and that the City was in full compliance with the Brown Act.

16. Consider an Extension of the Expiration Date of Temporary Encroachment Permits for Outdoor Street Dining on Ocean Drive and on Manhattan Beach Boulevard West of Ocean Drive after July 5, 2021 (Community Development Director Tai).

[21-0189](#)

DISCUSS AND PROVIDE DIRECTION

Community Development Director Carrie Tai introduced Community Development City Traffic Engineer, Erik Zandvliet, who provided the PowerPoint presentation.

City Traffic Engineer Zandvliet and Community Development Director Tai responded to City Council questions.

Mayor Hadley opened the floor to public comments. The following individual(s) spoke:

*Suzanne Lerner
Michael Zislis
Neil Leventhal*

Seeing no further requests to speak, Mayor Hadley closed the floor to public comments.

Community Development Director Tai responded to City Council questions.

The City Council provided direction to staff to extend the encroachment permit on Ocean Drive (Shellback Tavern) through the Labor Day weekend with a reduced dining area of operation. Additionally, the City Council directed that the two encroachment areas on Manhattan Beach Boulevard west of Ocean Drive (The Strand House and Rock'N Fish) are to be completely removed by the end of the day on July 19, 2021.

L. CITY COUNCIL REQUESTS AND REPORTS INCLUDING AB 1234 REPORTS

None.

M. FUTURE AGENDA ITEMS

None.

N. CITY MANAGER REPORT

None.

O. CITY ATTORNEY REPORT

None.

P. INFORMATIONAL ITEMS

None.

Q. CLOSED SESSION

None.

R. ADJOURNMENT

At 10:11 PM Mayor Hadley adjourned the meeting in memory of Assistant City Attorney Michael Estrada. City Attorney Quinn Barrow provided comments regarding Mr. Estrada.

The meeting adjourned to the 4:00 PM City Council Adjourned Regular Meeting on Tuesday, July 6, 2021.

Patricia Matson
Recording Secretary

Suzanne Hadley
Mayor

ATTEST:

Liza Tamura
City Clerk



Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Steve S. Charelian, Finance Director
Julie Bondarchuk, Financial Controller
Libby Bretthauer, Financial Services Manager

SUBJECT:

Financial Reports:
Schedule of Demands for June 10, 2021, and June 17, 2021 (Finance Director Charelian).

ACCEPT REPORT AND DEMANDS

RECOMMENDATION:

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

FISCAL IMPLICATIONS:

The financial reports included herein are 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 register for June 10, 2021, and June 17, 2021 is \$3,884,227.48.

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 week, 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:

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. Schedule of Demands for June 10, 2021 and June 17, 2021

City of Manhattan Beach




Schedule of Demands
June 10, 2021, and June 17, 2021

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT(S) AP061021 & AP061721
DATED: 06/10/2021 & 06/17/2021

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$3,884,227.48 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.



ACTING FINANCE DIRECTOR
REVIEWED, CERTIFIED AND APPROVED
BY CITY MANAGER BRUCE MOE

THIS 6TH DAY OF JULY

WARRANT REGISTER (S)
AP061021 & AP061721

WARRANT(S)	AP061021	434,840.15
	AP061721	1,686,191.63
PREPAID WIRES / MANUAL CKS	AP061021	370,603.79
	AP061721	506,079.42
		<hr/>
	SUBTOTAL WARRANTS	2,997,714.99
	VOIDS	(2,210.00)
PAYROLL	PE 06/04/2021	PY 888,722.49
		<hr/>
	TOTAL WARRANTS	<u>3,884,227.48</u>

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WIRES

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
906072021	6/7/2021	W	CA PUBLIC EMPLOYEES' RETIRMENT SYSTEM	MEDICAL PREMIUM - JUNE 2021	370,414.86
906102021	6/10/2021	W	CALPERS	REPLACEMENT BENEFIT CONTRIBUTI	188.93
SUB-TOTAL :					370,603.79

WARRANT #: AP061021

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
545715	6/10/2021	P	1 800 PACK RAT LLC	2021 JUNE STORAGE FEES	234.78
545716	6/10/2021	P	ADLERHORST INTERNATIONAL LLC	OFF SITE K9 TRAINING FOR MAY 2	350.00
545717	6/10/2021	P	ADMINSURE INC	CITY'S SELF-INSURED WORKERS' C	16,937.00
545718	6/10/2021	P	ASSOCIATED SOILS ENGINEERING	GEOTECHNICAL CONSTRUCTION INSP	1,150.00
545719	6/10/2021	P	AT&T	REVERSE 911 (4/8-5/7/2021)	524.20
545720	6/10/2021	P	AT&T MOBILITY	CELLULAR CHARGES	4,725.60
545721	6/10/2021	P	BRIDGEPAY NETWORK SOLUTIONS	ENERGOV TRANSACTIONS	47.50
545722	6/10/2021	P	BRINKS INCORPORATED	ARMORED SERVICES 5/1/21-5/31/2	877.46
545723	6/10/2021	P	BUSINESS RECOVERY SERVICES	REMOTE PAYMENT PROCESSING	507.43
545724	6/10/2021	P	CA NEWSPAPER PARTNERSHIP	ADVERTISING FOR PUBLIC HEARING	294.00
545725	6/10/2021	P	CA TEAMSTERS LOCAL 911	DUES (MISC): PAYMENT	5,703.00
545726	6/10/2021	P	CCS LOS ANGELES JANITORIAL INC	JANITORIAL CONTRACT SERVICES -	135.00
545727	6/10/2021	P	CINDY GREBLIUNAS	SPRING 2021 ADVANCED VOLLEYBAL	1,754.00
545728	6/10/2021	P	CINTAS CORPORATION NO 640	AUTOMATED HAND SANITIZER STATI	61.27
545729	6/10/2021	P	COMPANY NURSE LLC	WORK INJURY TRIAGE HOTLINE	157.50
545730	6/10/2021	P	EMPLOYEE REFUND VENDOR	REIMBURSEMENT-TRAVEL EXPENSE	429.00
545731	6/10/2021	P	EMPLOYEE REFUND VENDOR	REIMBURSEMENT-TRAVEL EXPENSE	127.00
545732	6/10/2021	P	EMPLOYEE REFUND VENDOR	LAPTOP SUPPLIES	84.28
545733	6/10/2021	P	EMPLOYEE REFUND VENDOR	REFUND OF LOAN OVERPAYMENT - D	96.04

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP061021

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
545734	6/10/2021	P	EQUINIX INC	REMOTE DATA CENTER SECURE RACK	1,050.00
545735	6/10/2021	P	ERLA INC	GURNEY MAINTENANCE	687.72
545736	6/10/2021	P	GWEN ENG	DUES (MID-MGMT): PAYMENT	748.00
545737	6/10/2021	P	ICMA RETIREMENT TRUST - 401	DEFERRED COMP 109365: PAYMENT	949.60
545738	6/10/2021	P	ICMA RETIREMENT TRUST - 457	DEFERRED COMP AND LOAN REPAY 4	77,471.48
545739	6/10/2021	P	ICMA RETIREMENT TRUST 401	DEFERRED COMP 109766: PAYMENT	10,380.58
545740	6/10/2021	P	IDS GROUP INC	GAS KILN PROJECT	4,500.00
545741	6/10/2021	P	IRON MOUNTAIN INFO MNGMT INC	RECORDS STORAGE - PERM & ARCHI	1,723.46
545742	6/10/2021	P	ITERIS INC	MBB & PECK AVENUE TRAFFIC SIGN	5,067.50
545743	6/10/2021	P	JENNIFER KALLOK	EARNINGS WITHHOLDING	184.62
545744	6/10/2021	P	JESSE CONNER	SPRING 2021 BEGINNING VOLLEYBA	1,160.00
545745	6/10/2021	P	K-9 SERVICES LLC	K-9 MAINTENANCE TRAINING FOR M	1,000.00
545746	6/10/2021	P	L A COUNTY DEPARTMENT OF PUBLIC WORKS	BATTERY BACK UP SYSTEM INSTALL	29,906.47
545747	6/10/2021	P	L A COUNTY SHERIFFS DEPT	JAIL FOOD FOR MARCH 1-31, 2021	136.00
545748	6/10/2021	P	M B POLICE MGMT ASSC	DUES \$ (POL MGT ASSN): PAYMENT	525.00
545749	6/10/2021	P	M B POLICE OFFICERS ASSOCIA	DUES % (POLICE - %): PAYMENT	3,472.46
545750	6/10/2021	P	MANHATTAN BEACH PART TIME EMPLOYEES	DUES (MBPTEA): PAYMENT	75.00
545751	6/10/2021	P	MBPOA RETIREE MEDICAL REIMBURSEMENT	MD TRUST (MED TRUST): PAYMENT	2,400.00
545752	6/10/2021	P	MELAD AND ASSOCIATES INC	BLDG PLAN CHECK & INSPECTIONS	1,837.50
545753	6/10/2021	P	NV 5 INC	UNDERGROUND UTILITY ASSESSMENT	43,452.50
545754	6/10/2021	P	ONWARD ENGINEERING	ROSECRANS AVE STREET RESURFACI	12,395.00
545755	6/10/2021	P	PREPAID LEGAL SERVICES INC	PREPAID LEGAL: PAYMENT	15.95
545756	6/10/2021	P	PURE SURFING EXPERIENCE INC	CAMPSURF SPRING BREAK BEACH CA	2,210.00
545757	6/10/2021	P	QUANTUM QUALITY CONSULTING INC	INSPECTION SERVICES FOR STREET	2,625.00

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP061021

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
545758	6/10/2021	P	ROBIN L VARGAS	EARNINGS WITHHOLDING	553.85
545759	6/10/2021	P	ROSEMARY A LACKOW	PC MINUTES FOR 5/26/2021	96.00
545760	6/10/2021	P	RYAN R OLSON	SPRING 2021 INTERMEDIATE VOLLE	1,156.00
545761	6/10/2021	P	SMART SOURCE OF CALIFORNIA LLC	PRINTING & MAILING SERVICES	298.39
545762	6/10/2021	P	SPRINT SOLUTIONS INC	WIRELESS SURVEILLANCE DATA CAR	232.19
545763	6/10/2021	P	STANTEC CONSULTING INC	2020 WATER MASTER PLAN UPDATE	4,367.25
545764	6/10/2021	P	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	859.85
545765	6/10/2021	P	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	230.76
545766	6/10/2021	P	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	92.30
545767	6/10/2021	P	SWRCB FEES	ANNUAL WASTE DISCHARGE FEES	2,848.00
545768	6/10/2021	P	T MOBILE USA	MIFI CHARGES	17.50
545769	6/10/2021	P	TILLMAN FORENSIC INVEST LLC	FINGERPRINT SERVICES FOR MAY 2	300.00
545770	6/10/2021	P	TOTAL ADMINISTRATION SVCS CORP	MED125 AND CHILD125 (CHILD 125	7,826.93
545771	6/10/2021	P	TYLER TECHNOLOGIES INC	MUNIS ERP IMPLEMENTATION - FIN	700.00
545772	6/10/2021	P	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PA	3,313.67
545773	6/10/2021	P	UNIFIRST CORPORATION	UNIFORM AND SAFETY MAT RENTAL	792.27
545774	6/10/2021	P	US ARMOR CORPORATION	POLICE OFFICER VEST, K. BENJAM	569.07
545775	6/10/2021	P	US BANCORP CARD SERVICES INC	PCARD CHARGES FOR MAY 2021	154,893.98
545776	6/10/2021	P	VAN LINGEN BODY SHOP INC	TOWING SERVICES	107.50
545777	6/10/2021	P	VANTAGEPOINT TRANSFER AGENTS	RETMNT HLTH SAVINGS CONTRIB: P	1,271.51
545778	6/10/2021	P	VERIZON CALIFORNIA INC	TIBURON SHERIFF'S DATA NETWORK	957.62
545779	6/10/2021	P	VITAL MEDICAL SERVICES LLC	OK TO BOOK AND BLOOD DRAWS FOR	5,149.00
545780	6/10/2021	P	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	1,847.61
545781	6/10/2021	P	WOLFF LANG CHRISTOPHER	FIRE STATION 2 DESIGN DEVELOPM	1,600.00

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP061021

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
545782	6/10/2021	P	ZOHO CORPORATION	ME HELPDESK & ADSELSERVICE 1-	6,590.00
SUB-TOTAL WARRANT AP061021:					434,840.15
TOTAL WARRANT(S):					805,443.94

CITY OF MANHATTAN BEACH

DISBURSEMENT BY FUND

DATED 06/10/2021



Fund	Fund Description	Amount
100	General Fund	669,130.05
205	Streets, Highways & Sidewalks	12,555.00
231	Prop. C Fund	3,615.00
233	Measure R	5,067.50
401	Capital Improvement Fund	36,006.47
403	Underground Assessment Distric	43,452.50
501	Water Fund	4,549.55
502	Stormwater Fund	56.58
503	Wastewater Fund	2,923.36
520	Parking Fund	1,885.20
601	Insurance Reserve Fund	17,254.82
605	Information Technology Fund	8,412.18
610	Fleet Management Fund	220.24
615	Building Maintenance & Operati	315.49
GRAND TOTAL:		805,443.94

CITY OF MANHATTAN BEACH

VOIDED CHECK LISTING



<u>CHECK #</u>	<u>DATE</u>	<u>VENDOR NAME</u>	<u>VOID AMOUNT</u>
545181	06/09/2021	PURE SURFING EXPERIENCE INC	2,210.00
GRAND TOTAL VOIDS:			2,210.00

CITY OF MANHATTAN BEACH PAYROLL
PAY PERIOD: 05/22/21 TO 06/04/21
PAY DATE: 06/11/21

NET PAY 888,722.49

5/22/2021

6/4/2021

CITY OF MANHATTAN BEACH PAYROLL REPORT

PAYROLL PERIOD ENDING DATE

6/4/2021

FUND	DESCRIPTION	AMOUNT
100	General Fund	1,167,085.81
210	Asset Forfeiture Fund	1,155.25
230	Prop. A Fund	11,707.41
501	Water Fund	30,968.93
502	Stormwater Fund	2,677.10
503	Wastewater Fund	11,787.44
520	Parking Fund	4,046.83
521	County Parking Lots Fund	1,063.49
522	State Pier and Parking Lot Fund	1,063.46
601	Insurance Reserve Fund	14,175.84
605	Information Technology Fund	42,011.53
610	Fleet Management Fund	18,498.84
615	Building Maintenance & Operations Fund	15,927.54
801	Pension Trust Fund	7,772.70
		1,329,942.17
		Gross Pay
		441,219.68
		Deductions
		888,722.49
		Net Pay

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WIRES

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
906142021	6/14/2021	W	UNION BANK	F.I.T./MEDICARE/S.I.T.	226,978.04
906152021	6/15/2021	W	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION SAFETY - CLASSIC: PAYM	279,101.38
SUB-TOTAL :					506,079.42

WARRANT #: AP061721

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
545783	6/17/2021	P	ABBA TERMITE & PEST CONTROL	BEE REMOVAL	195.00
545784	6/17/2021	P	ADVANCED IMAGING STRATEGIES	5YR MULTIFUNCTION COPIERS & PR	9,789.86
545785	6/17/2021	P	AIR EXCHANGE INC	VEHICLE EXHAUST EXTRACTION	996.98
545786	6/17/2021	P	AIR SOURCE INDUSTRIES INC	MEDICAL & INDUSTRIAL GRADE GAS	213.70
545787	6/17/2021	P	ALL CITY MANAGEMENT SVCS	SCHOOL CROSSING GUARDS (4/18-5	16,831.41
545788	6/17/2021	P	ALL-AMERICAN LEADERSHIP	LEADERSHIP TRAINING & CAREER D	4,250.00
545789	6/17/2021	P	ANNE GRAY LEWIS	2021 SPRING TENNIS LESSONS	8,498.75
545790	6/17/2021	P	ARDURRA GROUP INC	PARKING STRUCTURE LOT 4 REPAIR	32,680.40
545791	6/17/2021	P	AT&T MOBILITY	2021 MAY BILLING	2,541.05
545792	6/17/2021	P	BIG BELLY SOLAR LLC	BIG BELLY BAGS	290.42
545793	6/17/2021	P	BRINKS INCORPORATED	ARMORED SERVICES 04/1/21-04/30	2,235.87
545794	6/17/2021	P	BRIT WEST SOCCER INC	SPRING 2021 BRITWEST INVOICE F	14,527.50
545795	6/17/2021	P	C A RASMUSSEN INC	SEPULVEDA BRIDGE WIDENING C.A.	409,259.22
545796	6/17/2021	P	CA NEWSPAPER PARTNERSHIP	ADVERTISING - MAY 2021	1,158.46
545797	6/17/2021	P	CORAL BAY HOME LOANS	SPRING 2021 SESSION SKATEDOGS	6,930.00
545798	6/17/2021	P	CORODATA RECORDS MANAGEMENT	RECORDS STORAGE (5/1/21-5/31/2	40.00
545799	6/17/2021	P	EMPLOYEE REFUND VENDOR	REIMBURSEMENT-TRAVEL EXPENSE	429.00
545800	6/17/2021	P	FAILSAFE TESTING LLC	HIRE HOSE, PUMP & LADDER TESTI	1,008.90
545801	6/17/2021	P	FEDERAL EXPRESS CORPORATION	DELIVERY CHARGES	61.02

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP061721

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
545802	6/17/2021	P	FFBH MOTORS LLC	FORD -250 DUMP TRUCK V# 370	40,910.72
545803	6/17/2021	P	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	11,209.39
545804	6/17/2021	P	GAIL MINDY WINTHROP	WATER AEROBICS PAYMENT	680.00
545805	6/17/2021	P	GOVLIST INC	EPROCUREMENT SOLUTION	24,000.00
545806	6/17/2021	P	HOT LINE CONSTRUCTION INC	UUAD NO. 12 CHARTER PREVAILING	260,395.56
545807	6/17/2021	P	ICMA	MEMBERSHIP DUES RENEWAL	200.00
545808	6/17/2021	P	IPS GROUP INC	PARKING METER FEES, PARTS & LA	27,045.50
545809	6/17/2021	P	JOHN EDWARD ZIELLO	COED KICKBALL THURSDAY 9 GAMES	2,200.00
545810	6/17/2021	P	KRONOS INCORPORATED	WORKFORCES MANAGEMENT & CLOUD	2,790.00
545811	6/17/2021	P	LCM FINANCIAL CORPORATION	SAND DUNE REPLENISHMENT PROJEC	12,500.00
545812	6/17/2021	P	LYNN KLEINERS MUSIC RHAP INC	PAYMENT FOR SPRING CLASSES	9,703.85
545813	6/17/2021	P	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	2,895.05
545814	6/17/2021	P	MELAD AND ASSOCIATES INC	BLDG PLAN CHECK & INSPECTIONS	62,632.57
545815	6/17/2021	P	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE MAINTENANCE SERVICES	36,417.00
545816	6/17/2021	P	PARKER ANDERSON ENRICHMENT CENTRAL LA	SPRING PAYMENT	526.50
545817	6/17/2021	P	REFUND VENDOR	2021 SUMMER REFUND	299.00
545818	6/17/2021	P	REFUND VENDOR	UB OVERPAYMENT REFUND (84-1833	1,456.34
545819	6/17/2021	P	REFUND VENDOR	REFUND ROW DEPOSIT - 919 BAYVI	465.00
545820	6/17/2021	P	REGENTS UNIVERSITY OF CALIFORNIA LOS	NURSE EDUCATOR CONTRACT	2,692.24
545821	6/17/2021	P	RICHARDS WATSON & GERSHON	ROSECRANS HOUSING PROJECT (APR	2,899.00
545822	6/17/2021	P	ROSEMARY A LACKOW	CULTURAL ARTS COMMISSION MINUT	192.00
545823	6/17/2021	P	MAUREEN SASSOON	OCCUPATIONAL HEALTH & SAFETY T	1,925.00
545824	6/17/2021	P	SEA CLEAR POOLS INC	WEEKLY POOL MAINTANANCE	437.50
545825	6/17/2021	P	SHAW HR CONSULTING INC	HR CONSULTING	1,240.00

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP061721

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
545826	6/17/2021	P	SOUTHERN CALIFORNIA EDISON	STREET LIGHTING CHARGES	15,517.05
545827	6/17/2021	P	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	78,971.46
545828	6/17/2021	P	SOUTHERN CALIFORNIA GAS CO	MONTHLY GAS CHARGES	5,585.70
545829	6/17/2021	P	STANTEC CONSULTING INC	2020 WATER MASTER PLAN UPDATE	41,717.40
545830	6/17/2021	P	STEPHEN ROSS HYDE	BEGG POOL MASTERS PAYMENT	1,680.00
545831	6/17/2021	P	SWRCB FEES	WATER SYSTEM ANNUAL FEES INVOI	40,581.20
545832	6/17/2021	P	SWRCB FEES	ANNUAL STORM WATER PERMIT FEES	17,795.00
545833	6/17/2021	P	TEK PAYROLL TIME SYSTEMS INC	MAINTENANCE ON THE CITY CLERK'	161.74
545834	6/17/2021	P	THE CODE GROUP INC	BLDG PLAN CHECK & INSPECTIONS	11,886.46
545835	6/17/2021	P	TIME WARNER CABLE INC	CABLE SERVICES 3621 BELL AVE 6	236.14
545836	6/17/2021	P	TRAFFIC MANAGEMENT INC	MOBILE MESSAGE BOARDS FOR PAND	2,225.00
545837	6/17/2021	P	TURBO DATA SYSTEMS INC	PARKING CITATION PROCESSING CO	10,921.44
545838	6/17/2021	P	UBER TECHNOLOGIES INC	2021 JUNE TECHNICAL SUPPORT &	3,940.29
545839	6/17/2021	P	UNIFIRST CORPORATION	UNIFORM AND SAFETY MAT RENTAL	492.83
545840	6/17/2021	P	UNITED PARCEL SERVICE	DELIVERY SERVICE	125.92
545841	6/17/2021	P	US BANK	POLICE/FIRE REFUNDING 2013 DEB	335,233.67
545842	6/17/2021	P	VERIZON CALIFORNIA INC	SCADA COMMUNICATIONS	7,152.09
545843	6/17/2021	P	VIGILANT SOLUTIONS LLC	LPR CAMERA SYSTEM INSTALLATION	42,647.00
545844	6/17/2021	P	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	7,355.53
545845	6/17/2021	P	WASTE MANAGEMENT INC	MONTHLY REFUSE CHARGES	341.20
545846	6/17/2021	P	WEST COAST ARBORISTS INC	TREE MANAGEMENT SERVICES MARIN	3,990.00
545847	6/17/2021	P	WEST COAST TENNIS CAMPS INC	SPRING 2021 KEVIN BRADY TENNIS	39,984.75
SUB-TOTAL WARRANT AP061721:					1,686,191.63
TOTAL WARRANT(S):					2,192,271.05

CITY OF MANHATTAN BEACH

DISBURSEMENT BY FUND

DATED 06/17/2021



Fund	Fund Description	Amount
100	General Fund	909,669.03
201	Street Lighting & Landscape Fu	17,772.04
211	Police Safety Grants Fund	42,647.00
230	Prop. A Fund	4,078.90
231	Prop. C Fund	409,446.26
401	Capital Improvement Fund	115,804.43
403	Underground Assessment Distric	260,395.56
501	Water Fund	142,603.74
502	Stormwater Fund	18,017.34
503	Wastewater Fund	15,734.12
520	Parking Fund	184,905.07
521	County Parking Lots Fund	2,904.98
522	State Pier and Parking Lot Fun	3,182.37
601	Insurance Reserve Fund	1,925.00
605	Information Technology Fund	104.47
610	Fleet Management Fund	40,954.93
615	Building Maintenance & Operati	22,125.81
GRAND TOTAL:		2,192,271.05



Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Lisa Jenkins, Human Resources Director
Briza Morales, Risk Manager

SUBJECT:

Consideration of a Resolution Approving a Five-Year Agreement with AdminSure, Inc. for Third Party Administration Services in Support of the Self-Insured Workers' Compensation Program for an Amount Not-To-Exceed \$1,221,144 (Human Resources Director Jenkins).

ADOPT RESOLUTION NO. 21-0055

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with AdminSure, Inc. (AdminSure) for an amount not-to-exceed \$1,221,114 over five years for third party administration of workers' compensation claims and ancillary medical management services.

FISCAL IMPLICATIONS:

Funds in the amount of \$230,004.00 are budgeted in the Fiscal Year (FY) 2021-2022 Risk Management Workers' Compensation Claims Administration and Claims Paid Funds. Funds for FY 2022-2023 through FY 2025-2026 will be budgeted accordingly.

Fiscal Year	Amount
2021 - 2022	\$ 230,004.00
2022 - 2023	\$ 236,916.00
2023 - 2024	\$ 244,020.00
2024 - 2025	\$ 251,328.00
<u>2025 - 2026</u>	<u>\$ 258,876.00</u>
5-Year Total	\$1,221,144.00

BACKGROUND:

The City has been permissibly self-insured for workers' compensation since May 1, 1974. Historically, the City has maintained a self-insured retention (SIR) level and purchased excess workers' compensation coverage through risk-sharing pools. Since 2002, the City has maintained a SIR level of \$750,000. From 1983 through 2017, the City purchased excess workers' compensation coverage through the Independent Cities Risk Management Authority (ICRMA). Since 2017, the City has purchased excess workers' compensation coverage through the Public Risk Innovation, Solutions, and Management (PRISM) pool, formerly named the California State Association of Counties-Excess Insurance Authority (CSAC-EIA).

As a self-insured public entity, the City depends significantly on a third party administrator (TPA) to effectively and efficiently manage its workers' compensation claims. The TPA's assigned claims adjusters work closely with risk management and injured workers throughout the claims process. The TPA is responsible for coordinating any necessary medical treatment, issuing applicable benefit notices, paying temporary disability when appropriate, setting the financial reserves for the claim, and continuously monitoring the claim. The TPA is also responsible for complying with all laws and reporting requirements for self-insured workers' compensation programs. Additionally, the TPA is responsible for complying with PRISM's underwriting and claims administration standards, including handling, reporting, and auditing guidelines.

DISCUSSION:

AdminSure has been the incumbent for over twenty years. In 2015, the City issued a request for proposals (RFP) for workers' compensation claims administration services. In response to the RFP, nine proposals were received by the City. After the evaluation and selection process, AdminSure was awarded a three-year contract with two optional one-year renewals. The City's current agreement with AdminSure expired June 30, 2021. When evaluating if the City should again issue a RFP, staff considered several factors, including the impacts of transitioning TPA's, the prior RFP results, and overall contract costs.

AdminSure has successfully provided services to public entities across California since 1982. They currently serve seventy-six public entities, including one county, six fire districts, and sixty-nine cities, of which sixty-seven have safety personnel (police and fire). AdminSure is the current TPA for the neighboring cities Redondo Beach and Hermosa Beach. AdminSure has demonstrated its long-term commitment to providing quality and compliant service to public entities statewide.

The primary claims adjuster assigned to the City's account has handled the City's claims for several years. The claims supervisor has also handled the City's account for many years and has a thorough knowledge of the City's more complex claims. The claims adjuster is knowledgeable and responsive to both injured workers and risk management staff. The claims adjuster stays abreast of claim trends, both in the City and in the public sector, and makes recommendations for areas where the City can focus its loss prevention efforts.

Over the past couple of years, AdminSure and Risk Management have worked closely to streamline the claims process and increase the level of follow-up and communication with injured workers. This level of continuous communication through the claims process aids in

injured workers' care and makes for a smoother claims process for all parties, which was especially critical during the COVID-19 pandemic.

To ensure competitive pricing, staff reviewed a matrix compiled by PRISM comparing the following five TPA's: AdminSure, Corvel, Intercare Holding Insurance Services, Inc., LWP Claims Solutions, Inc., and Sedgwick. The matrix includes a comparison of claim services offered and the average relative cost, and demonstrates that AdminSure is 9% below baseline costs. Additionally, staff reviewed contracts entered into by various cities that are relatively comparable to Manhattan Beach either in staff size or average claim count. This review included the cities of Costa Mesa, Newport Beach and Beverly Hills. In 2018, the City of Costa Mesa issued a RFP and awarded a four-year contract, with one optional year, to AdminSure. Costa Mesa's contract is for \$175,000 for the first year, with up to 3% annual increases thereafter. In 2019, the City of Newport Beach issued a RFP and awarded a five-year contract to AdminSure in the amount of \$1,705,506. In 2019, the City of Beverly Hills entered into a five-year contract with Corvel (another workers compensation TPA) for \$1,429,648.

In addition to ensuring competitive pricing, staff also considered the significant time it would take to transition to a new TPA, and the challenges a new adjuster would have in gaining the same depth of knowledge about the City's claims while maintaining the level of communication successfully established in recent years. By not needing to devote staff time and resources to manage this transition, staff is able to focus time and resources on process improvement, injury and illness prevention, training on the workers' compensation process, and creating a safety-first workplace culture.

The proposed five-year agreement reflects a 3% increase per year. The modest increases reflect the TPA's commitment to continuing as the City's workers' compensation administrator. Pursuant to Manhattan Beach Municipal Code (MBMC) Section 2.36.130, contracts for professional services are exempt from bidding. However, if the amount equals or exceeds \$50,000, such contracts can only be approved by the City Council.

Accordingly, staff recommends that the City Council adopt the resolution approving the agreement with AdminSure, Inc.

LEGAL REVIEW:

The City Attorney has approved the agreement as to form.

ATTACHMENTS:

1. Resolution No. 21-0055
2. Agreement - AdminSure Inc.

RESOLUTION NO. 21-0055

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND ADMINISURE, INC. FOR THIRD PARTY ADMINISTRATION SERVICES OF WORKERS' COMPENSATION CLAIMS.

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City of Manhattan Beach and AdminSure, Inc. dated July 1, 2021, for third party administration services of workers' compensation claims and ancillary medical management services in the amount of \$1,221,114.

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 6, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

SUZANNE HADLEY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 1, 2021 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and AdminSure, Inc., a California corporation, (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide third party workers’ compensation claims administration services.

B. Consultant 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 Consultant and Consultant 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. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) for third party workers’ compensation claims administration and bill review 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 Consultant Representative shall be Alithia Vargas-Flores, President (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

Approved for Use 3/1/2021

professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant 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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant 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, 2026, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Consultant's Services provided under this Agreement, City shall pay Consultant at the monthly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$1,221,144 (the "Maximum Compensation") for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expense authorized by the City Council or (where authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to Risk Management, 1400 Highland Ave, Manhattan Beach, CA 90266. 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 Consultant 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 Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant 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 Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant 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. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, 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 Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, 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 Consultant or be present at

any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant 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 Consultant's permission. Consultant 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 Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant'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, Consultant may perform similar Services for other clients, but Consultant 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 Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify 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, expenses, 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 "Liabilities"), 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 Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities 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. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant 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. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant 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 Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for 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. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 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 City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant 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 \$2,000,000.00 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 Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant 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 \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) 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 Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 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.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section 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 elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant 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, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 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 is canceled or reduced in coverage or limits, Consultant 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.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, 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 Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant 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. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City.

Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant 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. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant 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.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant 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. Consultant 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 Consultant at least five calendar days before the termination is to be effective. Consultant 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. Consultant 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 Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, 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 Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant 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 Consultant 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 Consultant'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:

TO CITY:

City of Manhattan Beach
Attn: Human Resources
1400 Highland Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

AdminSure, Inc.
Attn: Alithia Vargas-Flores
3380 Shelby Street
Ontario, California 91764

COPY TO CITY ATTORNEY:

City of Manhattan Beach
Attn: City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant 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 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, “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 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, subcontractors 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, subcontractors 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, this 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 and B 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 Consultant'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 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 all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, 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

Consultant:

AdminSure, Inc.,
a California corporation

By: _____
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: *Alithia Vargas-Flores*
Name: Alithia Vargas-Flores
Title: President

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: *City Attorney, Quinn Barrow*
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: *Julie Bondarchuk*
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: *Lisa Jenkins*
Name: Lisa Jenkins
Title: Human Resources Director

EXHIBIT A SCOPE OF SERVICES

1. **CLAIMS ADMINISTRATION:** The Consultant shall comply with all performance standards of the City's excess insurer. The Consultant shall also comply with the Consultant's Workers' Compensation Claims Administration Standards, but under no circumstances are they to be construed as having precedence over the performance standards of the City's excess insurer. The Consultant shall also have the authority and responsibility to provide claims administration services, which include:
 - A. Establishing an electronic claim file and computer database record upon receipt of an injury report.
 - B. Setting and updating reserves.
 - C. Initiating and maintaining contact with injured workers or their attorneys.
 - D. Arranging for investigation.
 - E. Determining compensability.
 - F. Preparing and issuing benefit notices, if applicable.
 - G. Arranging for medical treatment and medical services from clinics, facilities, pharmacies, hospitals, specialists, and other vendors as necessary.
 - H. Performing all utilization review services through MedReview; communicating decisions to approve, modify, or deny medical treatment in accordance with State law.
 - I. Monitoring disability status by reviewing medical reports and contacting doctors for updates.
 - J. Auditing and reviewing all medical bills through MedReview (OMFS/IHFS/PPO/ Negotiated) and paying all properly adjusted medical bills in a timely and accurate manner.
 - K. Paying mileage or medical reimbursements to injured workers.
 - L. Paying temporary disability compensation when appropriate to do so or advising the City of the need to adjust payroll records when salary continuation is applicable.
 - M. Arranging medical exams in conformance with State law to determine whether an injured worker's medical condition is permanent and stationary (reached Maximum Medical Improvement/MMI) and what, if any, permanent disability exists.
 - N. Paying the permanent disability compensation in accordance with the law.
 - O. Arranging for attorney representation of the City whenever the need arises.
 - P. Monitoring attorneys and assisting them in preparing cases.

- Q. Auditing and paying legal expenses.
 - R. Arranging for vocational rehabilitation services when appropriate, monitoring vocational rehabilitation consultants and assisting them as necessary.
 - S. Auditing and paying vocational rehabilitation expenses.
 - T. Preparing and issuing Supplemental Job Displacement Benefits (SJDB) notices and benefits.
 - U. Preparing and issuing the permanent disability compensation notices.
 - V. Pursuing subrogation when there is a viable third party.
 - W. Notifying the City and excess insurers of all claims which exceed or may exceed the self-insurance retention; maintaining a liaison between the City and their excess insurers on matters affecting the handling of such claims and arranging for reimbursement to the City of losses in excess of its self-insurance retention.
 - X. Obtaining settlement authority and negotiating settlement on appropriate claims.
 - Y. Attending all hearings that are required by law.
 - Z. Closing claim files when appropriate to do so.
2. **PERIODIC MEETINGS:** The Consultant (AdminSure Inc.) shall meet with the City and staff periodically to:
- A. Assist in developing internal procedures.
 - B. Provide orientation and training to personnel involved in the administration of the Program.
 - C. Discuss specific claims and general trends in the Program.
3. **ADVISORY SERVICES:** The Consultant shall provide the City information regarding the adoption, amendment or repeal of all Statutes, Rules and Regulations, et cetera, which may directly affect the Program.
4. **REQUIRED FORMS:** The Consultant shall provide the City with all forms required by the State in connection with the Program.
5. **COMPLIANCE WITH LAW:** The Consultant shall administer the Program in full compliance with all laws, rules and regulations governing Workers' Compensation and Self- Insurance.
6. **CHECKING ACCOUNT:** The City and the Consultant agree that:
- A. The City shall establish and maintain a checking account from which all Workers' Compensation benefits and expenses are to be paid.
 - B. The Consultant shall prepare checks and issue those checks directly to payees without delay.
 - C. The Consultant shall sign checks with a facsimile signature or manually.

- D. The Consultant shall secure checks in a locked area accessible to a limited number of personnel.
 - E. The City shall maintain an adequate balance in their checking account to meet all Workers' Compensation obligations without delay.
 - F. The checking account may be used to pay penalties in which case the Consultant shall reimburse the City within fifteen (15) working days for any amount of the penalty which the Consultant caused.
7. **ELECTRONIC DATA PROCESSING:** The Consultant shall provide the City with electronic data processing services that will allow for the production of loss experience and transaction reports within ten (10) days following the close of each calendar month. The Consultant will also work with the City to develop ad hoc and other specialized reports as requested.
8. **REGULATORY REPORTING:** The Consultant shall prepare all reports required by State and Federal regulatory agencies (if any) in connection with the Program, including the Self-Insurer's Annual Report required by the Department of Self-Insurance Plan.

END OF SCOPE OF SERVICES

**EXHIBIT B
APPROVED FEE SCHEDULE**

Third Party Workers' Compensation Claims Administration Service Fees		
	Monthly Fee	Total Annually
Year 1:	\$17,450	\$209,400
Year 2:	\$17,974	\$215,688
Year 3:	\$18,513	\$222,156
Year 4:	\$19,068	\$228,816
Year 5:	\$19,640	\$235,680
Total Contract Term:		\$1,111,740

Bill Review Service Fees		
	Monthly Fee	Total Annually
Year 1:	\$1,717	\$20,604
Year 2:	\$1,769	\$21,228
Year 3:	\$1,822	\$21,864
Year 4:	\$1,876	\$22,512
Year 5:	\$1,933	\$23,196
Total Contract Term:		\$109,404



Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Lisa Jenkins, Human Resources Director
Briza Morales, Risk Manager

SUBJECT:

Consideration of a Resolution Approving a Five-Year Agreement with AdminSure, Inc. for Third Party Administration Services in Support of the Self-Insured General Liability Program for an Amount Not-To-Exceed \$180,000 (Human Resources Director Jenkins).

ADOPT RESOLUTION NO. 21-0060

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with AdminSure, Inc. (AdminSure) for an amount not to exceed \$180,000 over five years for third party administration of general liability claims and litigation management.

FISCAL IMPLICATIONS:

Funds in the amount of \$30,000 are budgeted in the Fiscal Year (FY) 2021-2022 Risk Management Liability Fund. Funds for FY 2022-23 through FY 2025-2026 will be budgeted accordingly.

FY 21-22	\$30,000
FY 22-23	\$33,000
FY 23-24	\$36,000
FY 24-25	\$39,000
<u>FY 25-26</u>	<u>\$42,000</u>
5-Year Total:	\$180,000

BACKGROUND:

The City administers a self-insured general liability program and maintains a self-insured retention (SIR) level of \$500,000 per claim. In addition, the City purchases general liability insurance for coverage up to \$25 million per claim, inclusive of the SIR, through a risk-sharing pool, Public Risk Innovation, Solutions, and Management (PRISM), formerly named the California State Association of Counties-Excess Insurance Authority (CSAC-EIA).

As a self-insured public entity, the City contracts with a third party administrator (TPA) to administer its general liability claims and assist with litigation management. The TPA is responsible for assigning the necessary personnel with the knowledge and skills to effectively and efficiently collaborate with claimants, attorneys, and staff in investigating all claims. The TPA makes recommendations to the City on the appropriate disposition of claims, such as compromising a claim or rejecting a claim. The TPA manages the claim through final resolution and ensures that all necessary documentation and reporting is completed. The TPA attends settlement conferences, mediations, and other appointments as necessary. The TPA also serves as the lead representative for the City in Small Claims Court matters.

The TPA is responsible for complying with all laws and regulatory agencies, such as Medicare, which has strict reporting requirements for claimants that are Medicare recipients. Additionally, the TPA is responsible for complying with PRISM's underwriting and claims administration standards, including loss data and exposure data reporting and claim auditing procedures. Claims audits are coordinated by PRISM and conducted every two years. Due to the level of training, expertise, the volume of activity, and technological infrastructure required for effective claims management, the City has historically contracted with a TPA for claim administration services.

DISCUSSION:

AdminSure has provided liability claims administration services for the City for over twenty years. They specialize in providing services to public entities. They are the current provider for several surrounding cities, including Redondo Beach, Hermosa Beach, Inglewood, and El Segundo. AdminSure's familiarity with the City's claim history and unique jurisdictional characteristics often aids in the quick and efficient resolution of claims. AdminSure has demonstrated competence and commitment in delivering the services they provide to the City. They have been an integral part of the City's ability to maintain a proactive claims management program.

AdminSure has historically provided the City pricing below their standard rates for general liability claims handling as an incentive for the City to utilize AdminSure for both general liability and workers' compensation administration. The City has averaged forty-five claims per year for the past five years. The proposed agreement reflects an average monthly cost of \$55.55 per claim.

To ensure competitive pricing, staff reviewed contracts entered into by other cities, including Newport Beach and Beverly Hills, which issued requests for proposals for general liability claims administration in 2019. The City of Newport Beach averages eighty-eight claims per year and awarded a five-year contract to AdminSure in the amount of \$565,015.34, an average monthly cost of \$107 per claim. The City of Beverly Hills awarded a five-year contract to George Hills in the amount of \$796,370, based on an average of one hundred fifty claims per year, an average

of \$88.48 per claim.

The City's current agreement with AdminSure expired June 30, 2021. While the proposed agreement reflects an increase from the prior year, the rates continue to be significantly discounted. Pursuant to Manhattan Beach Municipal Code (MBMC) Section 2.36.130, contracts for professional persons are exempt from bidding. However, if the amount equals or exceeds \$50,000, such contracts can only be approved by the City Council. Accordingly, staff recommends that the City Council adopt the resolution approving the agreement with AdminSure, Inc.

LEGAL REVIEW:

The City Attorney has approved the agreement as to form.

ATTACHMENTS:

1. Resolution No. 21-0060
2. Agreement - AdminSure, Inc.

RESOLUTION NO. 21-0060

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND ADMINISURE, INC. FOR THIRD PARTY ADMINISTRATION SERVICES OF GENERAL LIABILITY CLAIMS.

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City of Manhattan Beach and AdminSure, Inc. dated July 1, 2021, for third party administration services of general claims in the amount of \$180,000.

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 6, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

SUZANNE HADLEY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 1, 2021 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and AdminSure, Inc., a California corporation, (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide third party general liability claims administration services.

B. Consultant 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 Consultant and Consultant 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. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) for third party general liability claims administration, 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 Consultant Representative shall be Alithia Vargas-Flores, President (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant 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. Consultant 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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant 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, 2026, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Consultant's Services provided under this Agreement, City shall pay Consultant at the monthly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$180,000 (the "Maximum Compensation") for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expense authorized by the City Council or (where authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to Risk Management, 1400 Highland Ave, Manhattan Beach, CA 90266. 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 Consultant 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 Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant 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 Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant 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. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, 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 Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, 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 Consultant or be present at

any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant 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 Consultant's permission. Consultant 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 Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant'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, Consultant may perform similar Services for other clients, but Consultant 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 Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify 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, expenses, 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 "Liabilities"), 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 Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities 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. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant 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. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant 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 Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for 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. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 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 City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant 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 \$2,000,000.00 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 Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant 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 \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) 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 Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 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.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section 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 elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant 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, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 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 is canceled or reduced in coverage or limits, Consultant 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.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, 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 Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant 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. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City.

Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant 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. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant 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.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant 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. Consultant 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 Consultant at least five calendar days before the termination is to be effective. Consultant 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. Consultant 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 Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, 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 Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant 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 Consultant 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 Consultant'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:

TO CITY:

City of Manhattan Beach
Attn: Human Resources
1400 Highland Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

AdminSure, Inc.
Attn: Alithia Vargas-Flores
3380 Shelby Street
Ontario, California 91764

COPY TO CITY ATTORNEY:

City of Manhattan Beach
Attn: City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant 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 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "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 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, subcontractors 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, subcontractors 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, this 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 and B 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 Consultant'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 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 all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, 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

Consultant:

AdminSure, Inc.,
a California corporation

By: _____
Name: Bruce Moe
Title: City Manager

By: _____
Name: Alithia Vargas-Flores
Title: President

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____
Name: Lisa Jenkins
Title: Human Resources Director

EXHIBIT A SCOPE OF SERVICES

1. **DESCRIPTION OF SERVICES:** The responsibilities of Consultant are divided into three categories: claims administration, litigation management, and reporting of claims activities as directed by City.

A. Claims Administration.

1. Consultant shall provide the City with sufficient qualified personnel, including at least one senior claims adjustor, to efficiently and effectively meet the responsibilities as defined below and any other duties incidental, or in addition, to those responsibilities. The senior claims adjustor shall have a minimum of three years' experience in adjusting liability claims for public entities. Consultant shall also provide a supervisor/account manager who shall oversee the servicing of the City's claims. The account manager shall have at least six years' experience in adjusting liability claims, five of which involved adjusting liability claims for public entities. No adjustor or supervisor/account manager shall service the City's account without prior express approval by the City.
2. The responsibilities of Consultant shall include, but not be limited to, the following:
 - a) Establish and maintain an electronic file for each claim reported, to include a diary review system by both the examiner and supervisor; statistical data for each claim should be stored electronically and shall include all data required to comply with federal and state requirements including Medicare secondary payer laws and regulations.
 - b) Provide comprehensive investigative services;
 - c) Periodically, determine potential liability and establish, review, and update reserves for each reported accident and advise the City of any changes as they occur;
 - d) Coordinate with the City and City's excess coverage Litigation Manager (Litigation Manager) in the defense, settlement, and payment of claims. Prepare and submit information to the Litigation Manager, and upon direction, notify excess insurance carrier(s) or pool, on all claims that fall within the reporting requirements set forth by applicable MOC or excess insurance carrier(s);
 - e) Document sufficiency of reserve minimally at 90-day intervals;

- f) Provide the City with a recommendation to accept or deny a claim within the statutory period in the California Government Code;
- g) Provide immediate notification to the City offers to settle;
- h) Obtain releases and other necessary forms from all appropriate parties upon settlement of a claim prior to issuing a settlement check;
- i) Upon the City's request, assist with preparation for appearances in small claims court and appear in small claims court, as needed;
- j) Prepare and, where needed, obtain approval for issuance of checks, drafts, or other documents in the payment of claims with copies sent to the City;
- k) Promptly determine any potential to tender a claim to third parties and the feasibility of subrogation, and take appropriate steps to subrogate, where such action is appropriate;
- l) Promptly close each claim as soon as possible, but no later than 30 days after final check issuance;
- m) Make available time, electronic files, and necessary staff for meetings with the City and attendance at applicable meetings (City Council, Excess Carrier Claims Committee meetings) for settlement authority, claim resolution strategy, and periodic claim audits; and
- n) After collecting data, and information, Consultant shall determine whether claimant(s) are Medicare beneficiaries through SCHIP reporting or otherwise. If claimant(s) are found to be Medicare beneficiaries, Consultant as part of any settlement with the claimant(s) shall on behalf of the City take all steps necessary to protect Medicare's interests, as well as the City's. This shall include, but is not necessarily limited to, confirming that all known liens or claims by Medicare shall be satisfied from the settlement, and making all reasonable efforts to determine whether Medicare will be asserting any future liens or claims against the City, and if so, to satisfy as part of the settlement any such liens or claims to the extent they can be determined, through a Medicare Set Aside or other appropriate procedure or mechanism; and
- o) Maintain complete records of payments from an approved trust account, established by the Administrator on behalf of the City for the purpose of paying all claims related costs.

B. Litigation Management.

The duties of Consultant shall include but not be limited to:

1. Monitor defense counsel and assist as needed or directed by City;

2. With input from the City, and as directed by the City, assign the defense of litigated cases to the defense firm selected by the City;
3. Assist defense counsel, at the direction of the City in obtaining facts or circumstances of a claim, including assistance in answering interrogatories;
4. Supplying and collecting the case analysis and performance evaluation forms from the defense firms;
5. Review legal bills for accuracy;
6. Maintaining, in coordination with the City, an electronic evaluation file on each defense firm with respect to each defense assignment; and
7. Provide any and all information, reports, and data to the City as may be requested from time to time.

C. Reporting of Claims Activity

1. Provide a monthly statistical report to the City for each line of coverage which shows all claims having activity, including claimant name, nature/type/cause of injury/loss, date of loss, status, loss/expense paid and reserved amounts, with monthly and year-to-date totals. A guide to any and all abbreviations used in any of the reports shall be provided to the City. Reports shall include all claims meeting the City's reporting criteria.
2. In addition to the monthly statistical report, the Consultant will provide to the City a monthly payment register showing all payments issued, payee, voucher number, voucher date, and claimant name, if applicable.
3. Upon the request of the City, the Consultant shall also provide special reports on claims, in detail or summary, sorted or queried by any, or any combination, of the fields at no additional cost to the City. All reports shall be provided in a Microsoft Excel format or any other format as requested by the City.
4. The Consultant shall also provide reports to the City as may be requested from time to time, which accurately identify the types of claims that have been presented so that City can identify areas where corrective measures may be adopted to prevent future claims of that nature.

2. **PERIODIC MEETINGS:** The Consultant shall meet with the City and staff periodically to:
 - A. Assist in developing internal procedures.
 - B. Provide orientation and training to personnel involved in the administration of the Program.
 - C. Discuss specific claims and general trends in the Program.

3. **ADVISORY SERVICES:** The Consultant shall provide the City information regarding the adoption, amendment or repeal of all Statutes, Rules and Regulations, et cetera, which may directly affect the Program.
4. **REQUIRED FORMS:** The Consultant shall provide the City with all forms required by the State in connection with the Program.
5. **COMPLIANCE WITH LAW:** The Consultant shall administer the Program in full compliance with all laws, rules and regulations governing tort claims filed against public entities and self-insured public entities, maximizing the exercise of immunities provided therein.
6. **CHECKING ACCOUNT:** The City and the Consultant agree that:
 - A. The City shall establish and maintain a checking account from which all General Liability claims expenses are to be paid.
 - B. The Consultant shall prepare checks and issue those checks directly to payees without delay.
 - C. The Consultant shall sign checks with a facsimile signature or manually.
 - D. The Consultant shall secure checks in a locked area accessible to a limited number of personnel.
 - E. The City shall maintain an adequate balance in their checking account to meet all General Liability program obligations without delay.
 - F. The checking account may be used to pay penalties in which case the Consultant shall reimburse the City within fifteen (15) working days for any amount of the penalty which the Consultant caused.
7. **ELECTRONIC DATA PROCESSING:** The Consultant shall provide the City with electronic data processing services that will allow for the production of loss experience and transaction reports within ten (10) days following the close of each calendar month. The Consultant will also work with the City to develop ad hoc and other specialized reports as requested.
8. **REGULATORY REPORTING:** The Consultant shall prepare all reports required by State and Federal regulatory agencies (if any) in connection with the Program, including the Self-Insurer's Annual Report required by the Department of Self-Insurance Plans.
9. **RECORDS:** The Consultant shall establish and maintain electronic claim files, claim logs, transaction documents and all other records associated with the Program. These records shall be the property of the City. Unless this Agreement is cancelled, closed hard files, if any, shall be stored by the Consultant for five (5) years and shall thereafter become the responsibility of the City. Upon cancellation of this Agreement, the City shall be responsible for maintaining and storing all data, records, et cetera. The Consultant shall not dispose of or destroy hard files without the prior, written authorization of the City.

10. OBLIGATIONS OF THE CONSULTANT. The Consultant shall complete the Services as follows:

- A. The Consultant represents that it employs, or will employ, at its own expense, all personnel required for the satisfactory performance of the Services.
- B. The Consultant represents that the Services will be performed by the Consultant or personnel under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable state and local laws to perform such Services.
- C. Consultant shall assign an account manager to ensure the duties under this Agreement are performed in a timely and professional manner. Said representative shall not be replaced by the Consultant without prior written notice to the City, nor without written approval from the City.
- D. Consultant shall ensure that other personnel, such as management, clerical, accounting, and data processing, which may be required to satisfactorily provide the services required by this Agreement, shall be provided by the Consultant within the agreed fee for Services contained in this Agreement. It is understood that the personnel referred to need not be dedicated to the exclusive use of the City.
- E. Consultant shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement. Consultant shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- F. The Consultant shall provide sufficient office space to ensure that the City's claims can be adjusted in an effective and efficient manner. Such office space shall be equipped with an adequate theft and fire alarm system in an effort to protect the City's records.
- G. The Consultant shall work closely with the City and their respective designated representatives by providing any information, reports, and data to the City as may be requested from time to time.
- H. The Consultant agrees not to release any report, information, data or any portion thereof, or any result of any investigation undertaken on behalf of the City to any outside person or agency without the express written consent of the City, except as provided by law or in this Agreement.
- I. Data Interface. The Consultant shall provide an on-line interface with its database, accessible from the City's computers or computers authorized by the City to have access to the database. This information will be for use by the City and its authorized agent. Such data shall be in a format which will permit the City to make print copies of the data on its printers.
- J. Data Reporting. Consultant shall provide City loss information with the fields and format specified by the City.
- K. Consultant shall provide reports outlined in this Agreement and other reports as requested by the City.

- L. Consultant shall develop and implement processes and procedures relating to the protection of electronic data, including a suitable security and off-site back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention, as required by the standards for Accreditation with Excellence by the California Association of Joint Powers Authorities.
- M. The Consultant shall comply with all applicable federal, state, and local laws, ordinances and regulations. Consultant shall report immediately to the City, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the performance of Services under this Agreement.
- N. The Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, appropriate permits, certificates, and licenses including, but not limited to, any business license that may be required in connection with the performance of services under this Agreement.
- O. The Consultant shall not subcontract or assign any portion of the Services without prior written approval of City.
- P. The Consultant shall make no change in the character or extent of the work required by this Agreement, except as may be authorized in writing by the City. Such supplemental authorization shall set forth the specific changes of work to be performed and any related extension of time and/or adjustment of fee to be paid to the City by the Consultant.
- Q. Consultant shall submit its annual SSAE16/SAS 70 to City within thirty (30) days of receipt along with any action plans to mitigate any deficiencies noted by the auditor.

11. OBLIGATIONS OF THE CITY

The City shall perform the following:

- A. Submit all reports of general liability claims to the Consultant in a timely manner.
- B. Respond to the Consultant's requests for information and authority within a reasonable time.
- C. Provide information that is accurate and is in a form specified by the Consultant in furtherance of effective claims handling processes.
- D. Grant settlement authority to the Consultant in a timely manner.

END OF SCOPE OF SERVICES

**EXHIBIT B
APPROVED FEE SCHEDULE**

Third Party General Liability Claims Administration Services – Flat Rate Fee		
	Monthly Fee	Total Annually
Year 1:	\$2,500	\$30,000
Year 2:	\$2,750	\$33,000
Year 3:	\$3,000	\$36,000
Year 4:	\$3,250	\$39,000
Year 5:	\$3,500	\$42,000
Total Contract Term:		\$180,000



Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Carrie Tai, AICP, Community Development Director
Nhung Huynh, Senior Management Analyst

SUBJECT:

Consideration of a Resolution Approving the Professional Services Agreement with Willdan Engineering for Calendar Year 2021 for Building and Safety Support Services, Including Code Enforcement, for the Community Development Department at a Cost Not-to-Exceed \$343,200 (Community Development Director Tai).

ADOPT RESOLUTION NO. 21-0054

RECOMMENDATION:

Staff recommends that the City Council approve the Professional Services Agreement with Willdan Engineering for Building and Safety support services, including Code Enforcement, in the Community Development Department at a cost not-to-exceed \$343,200.

FISCAL IMPLICATIONS:

The proposed Professional Services Agreement is for a not-to-exceed amount of \$343,200. This agreement is not budgeted in the Fiscal Year (FY) 2021-2022 adopted budget. However, expenditures will be offset by salary savings, given the current vacancies of three Code Enforcement Officers and a Plan Check Engineer.

BACKGROUND:

The Building and Safety Division within the Community Development Department is responsible for building code regulation and code enforcement. Code Enforcement Officers ensure compliance with the City's construction rules, Municipal Codes, and applicable health and safety codes to protect the welfare of the community. Specifically, their duties include a combination of field investigative work, working with the involved parties to resolve issues, and most importantly, educating involved parties to ensure future compliance.

On February 16, 2021, the City Council directed staff to improve the City's code enforcement function by supplementing the program with two full-time Code Enforcement Officers. In April, program staff was further reduced through the retirement of a seasoned Code Enforcement Officer, leaving a total of three vacancies in the program. The City has been working on the process to recruit and fill these vacancies, however, there are immediate needs as the community enters the summer season, including enforcement of the outdoor dining facilities extended through Labor Day and increased construction activity.

In addition to the vacancies in the Code Enforcement program, the Building and Safety Division is anticipating service impacts resulting from the recent retirement of a Plan Check Engineer. The Plan Check Engineer is responsible for inspecting building plans for compliance with various codes, servicing customers at the permit counter, conferring with residents and the building community on methods of design and construction, and explaining codes and ordinance provisions to guide customers through the building process.

To address the immediate need for Building and Safety staffing, staff is requesting to utilize contract staff while recruitments are underway and the vacancies are filled permanently. Willdan Engineering provides contract services for these positions to be managed under a single agreement. Using contract staff in the interim allows the City to be flexible in that hours for contract staff can be managed based on demand and can be increased or decreased at any given time without needing to meet any minimum hourly requirements. Once the City hires the new Code Enforcement Officers and a Plan Check Engineer, interim services will terminate, even if the not-to-exceed contract amount has not been expended. It is currently anticipated that the vacancies will be filled by December 2021.

Section 2.36.130 of the Manhattan Beach Municipal Code indicates that contracts for services of specially-trained and professional persons shall be exempt from bidding. All contracts exceeding fifty thousand dollars (\$50,000) must be approved by the City Council.

DISCUSSION:

For the reasons described in the section above, the Code Enforcement Officer and Plan Check Engineer positions are critical to the daily operations of the Community Development Department. In order for operations to proceed uninterrupted, the department is seeking contract staff to temporarily fill vacancies associated with these positions. Staff anticipates the need for three Code Enforcement Officers to provide daily coverage for Code Enforcement services. Each Officer would work 40 hours per week, with one Officer working regular business hours, the second Officer working weeknights and weekends, and the third Officer working a hybrid shift. At the quoted hourly rate of \$65, these services would require a budget of approximately \$202,800. Staff anticipates that a contract Plan Check Engineer will be needed for 40 hours per week, which would necessitate a budget of approximately \$140,400. Therefore, staff is requesting a contract for support services for a not-to-exceed amount of \$343,200.

PUBLIC OUTREACH:

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

ENVIRONMENTAL REVIEW:

The subject request is not a "project" as defined under Section 15378 of the State California

Environmental Quality Act (CEQA) Guidelines; therefore, pursuant to Section 16050(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 approved the agreement as to form.

ATTACHMENTS:

1. Resolution No. 21-0054
2. Agreement - Willdan Engineering

RESOLUTION NO. 21-0054

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND WILLDAN ENGINEERING FOR BUILDING AND SAFETY STAFFING SUPPORT SERVICES

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City of Manhattan Beach and Willdan Engineering dated July 7, 2021 through December 31, 2021, for Building and Safety staffing support services in the amount of \$343,200.

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 6, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

SUZANNE HADLEY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 7, 2021, (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and Willdan Engineering, a California corporation, (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide contract Building and Safety staffing support services.

B. Consultant 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 Consultant and Consultant 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. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) for contract Building and Safety staffing support 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 Consultant Representative shall be Albert Brady, Deputy Director of Building & Safety, CBO (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant 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. Consultant 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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant 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, 2021, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit A**. In no event shall Consultant be paid more than \$343,200 (the "Maximum Compensation") for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

B. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, or reimburse for any expenses not set forth in **Exhibit A**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expense authorized by the City Council or (where authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to Ryan Heise, Building Official at rheise@citymb.info with a copy to Louise Stein, Building

Secretary at lstein@citymb.info. 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 Consultant 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 Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant 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 Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant 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. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, 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 Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant 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 Consultant's permission. Consultant 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 Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant'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, Consultant may perform similar Services for other clients, but Consultant 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 Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify 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, expenses, 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 “Liabilities”), 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 negligent acts, errors or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities 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. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant 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. Consultant shall fully comply with the workers’ compensation law regarding Consultant and Consultant’s employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant 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 negligent acts, errors and omissions of Consultant’s subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant’s subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ passive negligence, except for 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. Workers’ Compensation Acts not Limiting. Consultant’s indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 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 City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant 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 \$2,000,000.00 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 Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant 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 \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) 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 Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 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.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section 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 elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant 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, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 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 is canceled or reduced in coverage or limits, Consultant 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.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, 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 Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant 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. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City.

Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant 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. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant 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.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant 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. Consultant 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 Consultant at least five calendar

days before the termination is to be effective. Consultant 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. Consultant 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 Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, 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 Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant 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 Consultant 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 Consultant'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:

TO CITY:

City of Manhattan Beach
Attn: Community Development
1400 Highland Avenue
Manhattan Beach, California, 90266

TO CONSULTANT:

Willdan Engineering
Attn: Albert Brady
2401 East Katella Avenue
Anaheim, CA 92806

COPY TO CITY ATTORNEY:

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

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant 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 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "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 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, subcontractors 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, subcontractors 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. NOT USED

23. Exhibits. Exhibits A 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 Consultant'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 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 all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, 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

Consultant:

Willdan Engineering,
a California Corporation

By: _____
Name: Bruce Moe
Title: City Manager

By: _____
Name: Vanessa Munoz
Title: Vice President

ATTEST:

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____
Name: Carrie Tai, AICP
Title: Community Development Director

EXHIBIT A
SCOPE OF SERVICES & APPROVED FEE SCHEDULE

Scope of Work

PLAN REVIEW SERVICES

Willdan's plans examiners are ICC certified plans examiners, CASp certified, licensed architects, and/or registered engineers. All building plans will be examined for compliance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24, and all additional applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan check will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes and policies.

INSPECTION SERVICES

Willdan will provide ICC certified and fully experienced licensed inspectors to perform residential, commercial and industrial inspections for compliance to the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and regulations for Accessibility.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

PERMIT PROCESSING SERVICES

Our permit technician's are ICC Certified and have extensive counter service experience, and will provide customer-friendly public counter service. Our staff will use the City's permitting software system for plan check tracking, permit issuance and report generation. Our knowledgeable staff, have the ability to help all applicants, from the least knowledgeable applicant for a simple home remodel to experienced owners who have many years of development experience. Our goal is to ensure that every applicant feels that we have answered their questions and met their needs. The designated permit technicians will provide counter services during City Hall hours.

CODE ENFORCEMENT SERVICES

The project shall consist of Willdan staff coordinating with the City of Manhattan Beach Community Development Department to provide Code Compliance staff to the City on an on-call basis. Willdan staff shall conduct all inspections and re-inspections of properties as assigned and will identify and enforce all violations of City's municipal code, ordinances, laws and all applicable statutes. Personnel shall issue notifications, letters, and citations when necessary to achieve compliance. Staff will be required to document all complaints received, inspections conducted through photos, notes and correspondences.

Fee Schedule

Willdan rates are billed hourly for services rendered and are comprehensive. In other words, the city is not charged for mileage, project management and other operating costs. Our rates are listed below by position type:

Plan Check:	\$135
Building Inspector:	\$95
Code Inspector:	\$65
Permit Technician:	\$65



Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Erick Lee, Public Works Director
Prem Kumar, City Engineer
Mamerto Estepa Jr., Senior Civil Engineer

SUBJECT:

Consideration of: 1) Formally Accepting as Complete the Roof Replacements for the Recreation Hall and Recreation Center in Live Oak Park, and the Community Building at Marine Avenue Park; 2) Authorizing the Filing of the Notice of Completion with the County Recorder; 3) Approving Contract Change Order No. 5 with Best Contracting Services, Inc. for \$12,615; and 4) Releasing the Retention of \$15,440 (Public Works Director Lee).

ACCEPT AND AUTHORIZE

RECOMMENDATION:

Staff recommends that City Council:

1. Formally accept as complete the Roofing Replacement at Live Oak Park and Marine Avenue Park Project constructed by Best Contracting Services, Inc.;
2. Authorize the filing of the Notice of Completion with the County Recorder's Office;
3. Authorize the City Manager to execute Contract Change Order No. 5 with Best Contracting Services, Inc. for \$12,615 under the Roofing Replacement at Live Oak Park and Marine Avenue Park Project contract for additional work required to complete the project;
4. Approve the release of retention in the amount of \$15,440 to Best Contracting Services, Inc.

FISCAL IMPLICATIONS:

The original Roofing Replacement at Live Oak Park and Marine Avenue Park Project construction award was for \$254,600, with an authorized construction contingency amount of \$50,920, for a total construction budget of \$305,520.

Best Contracting Services performed the contract scope of work for \$253,164 and \$55,635.52 in additional work on the project, bringing the total construction cost of the project to \$308,799.52. The additional work included:

- \$13,221.24 in roof deck and stucco repairs at the Live Oak Park Recreation Hall;
- \$41,394.75 in roof framing repairs at the Live Oak Park Recreation Center; and
- \$1,019.53 in roof framing repairs at the Marine Avenue Park Community Building.

Project savings were realized on the inspection services contract, which was performed by Ardurra. Ardurra's original contract was for \$27,500 and all inspection work was completed for \$23,792.50, leaving a balance of \$3,707.50, which will be used for the additional construction costs.

BACKGROUND:

Beginning in 2016, roof leaks were regularly reported at the Live Oak Park Recreation Center and Marine Avenue Park Community Building, during heavy rain events. Public Works Facilities Maintenance Staff responded to the leaks by identifying potential leak pathways and patching/sealing localized roof areas as the leaks occurred. In 2019, staff observed areas with evidence of water damage to the plywood sheathing and possible water damage to the structural members of the roofs at these buildings. Due to the recurrent nature of the leaks, as well as potential damage to the structure beneath the roof, it was determined that the roofs on both buildings have outlived their useful lives and needed replacement.

The Engineering Division proceeded to develop a project to replace the roofs at the two buildings, as well as at the Live Oak Park Recreation Hall, which was also aged and weathered, but didn't have a recent history of leaks. By combining the bid for all three buildings into a single project, staff anticipated that a favorable unit price for roofing could be achieved.

On March 17, 2020, City Council awarded a \$254,600 construction contract for the Roofing Replacement at Live Oak Park and Marine Avenue Park Project to Best Contracting Services, Inc. and authorized an additional contingency of \$50,920. The work involved removing the existing roofing material, repairing damaged sheathing (plywood) and structural members, and installing a new roofing system at the Live Oak Park Recreation Hall, Live Oak Park Recreation Center, and the Marine Avenue Park Community Building.

DISCUSSION:

Construction on the Roofing Replacement at Live Oak Park and Marine Avenue Park Project began on May 26, 2020, and was completed on August 31, 2020.

During construction, it was identified that the extent of damage to the plywood sheathing and structural members was greater than what was anticipated during design. The extent of this damage could not have been determined until demolition of the existing roofs. As a result, additional work was required to address this damage.

Five change orders were necessary for this project. The first, Contract Change Order No. 1 (CCO #1) covered the extra work at the Live Oak Park Recreation Center to repair the

extensive water damage to the roof framing and plywood sheathing, and to replace the existing insulation that was water damaged. This was for work above the Ceramic Studio's main classroom. The change order also included repair of stucco at the Live Oak Park Recreation Hall, which was deteriorated and broke apart during demolition. Best Contracting Services took nine working days to complete the work, and the final cost for CCO #1 was \$19,790.85.

Following demolition of the roof at the Live Oak Park Recreation Center, it was identified that the existing HVAC mechanical equipment was inadequately supported in the equipment well of the building. Contract Change Order No. 2 (CCO #2) covered extra work to remove the existing HVAC equipment from the roof, construct additional framing and curbing to support the HVAC equipment, and to reinstall the HVAC equipment. The final cost for CCO #2 was \$19,164.75 and no additional time was incurred on the project to complete this work.

The framing of the roof at the equipment well also contained water damage and wood rot to the rim joist and furring strips for the rim joists in the area of the scupper drain, the opening in the roof/wall that allows water to drain from the equipment well. Contract Change Order No. 3 (CCO #3) covered the extra work to repair this damage. The final cost for CCO #3 was \$4,065.25 and one additional working day was added to the Contract Time to complete this work. It should be noted that additional work in the same area was required after it was discovered that the rafter tails were water damaged from the bottoms and ends. This damage could not be identified until after demolition for CCO #3 commenced. This item was addressed in CCO #5.

Contract Change Order No. 4 (CCO #4) revised the final bid quantities to match the actual quantity of work performed in the field. The contract amount was reduced by \$1,436.00 and no additional working days were added to the Contract Time as a result of CCO #4.

Contract Change Order No. 5 (FINAL) included the remaining extra work performed on the project. This work involved the repair of structural members for the roofs of all three (3) buildings, due to water damage. The extent of the water damage was unknown prior to construction and could not be identified without destructive investigation of the existing roofs. Work included repairs to the rafter tails at the equipment well of the Live Oak Park Recreation Center for \$4,646.00; replacement of the roof deck panels on the Live Oak Park Recreation Hall for \$6,949.14; and the replacement of damaged rafter tails at Marine Avenue Park for \$1,019.53. The total cost for CCO #5 (Final) was \$12,614.67 and no additional working days were added to the Contract Time.

With CCO #5 (Final), the total construction contract cost for Best Contracting Services is \$308,799.52, which exceeds the authorized construction contract and contingency amount of \$305,520 by \$3,279.52. This amount requires approval by the City Manager.

The construction contract budget summary is as follows:

\$254,600.00	Original Contract Budget / Contract Award
<u>\$50,920.00</u>	<u>Authorized Contingency</u>
\$305,520.00	Total Budget
\$253,164.00	Contract Expenditures

<u>\$55,635.52</u>	<u>Contracted Extra Work</u>
\$308,799.52	Total Work Completed

\$3,279.52 Additional Project Construction Cost

It should be noted that savings were realized on the inspection services contract for the project, which was performed by Ardurra. A summary of the savings is shown as follows:

\$27,500.00	Ardurra's Original Contract for Inspection Services
<u>(\$23,792.50)</u>	<u>Ardurra's Total Cost for Inspection Services on the Project</u>
\$3,707.50	Total Savings Realized on Inspection Services Contract

Best Contracting Services satisfactorily completed all work for a total construction cost of \$308,799.52, and is now requesting formal acceptance of the project. The five percent retention (\$15,439.98) will be released 35 days after recordation of the Notice of Completion with the County Recorder. All work inspected by the Public Works Department has been found in conformance with the plans and specifications and of good quality.

It should be noted that the final working day on the project was August 31, 2020. Best Contracting Services submitted documentation of the additional work and completed the negotiation of the final contract cost on March 30, 2021. Staff is now recommending project acceptance after reviewing and accepting the documentation of the additional work and confirming the project accounting with Finance.

PUBLIC OUTREACH:

Staff notified Parks and Recreation about construction so that building operations could be coordinated accordingly. In addition, the contractor secured the work area and installed signs to detour park patrons around the construction area.

ENVIROMENTAL REVIEW:

The City reviewed the project for compliance with the California Environmental Quality Act (CEQA) and determined that the project qualified for a Categorical Exemption pursuant to Section 15301 Class 1 (repair and maintenance of existing public facilities, involving negligible or no expansion of use) of the State CEQA Guidelines.

LEGAL REVIEW:

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

ATTACHMENTS:

1. Change Order No. 5 - Best Contracting Services, Inc.
2. Change Order Nos. 1-4 - Best Contracting Services, Inc.
3. Location Map



**CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT
Engineering Division**

CONTRACT CHANGE ORDER NO. 5 (FINAL)

PROJECT NO.: D-934

DESCRIPTION: 1) Rafter Tail Repair at Live Oak Park Recreation Center
2) Deck Repair at Live Oak Recreation Hall
3) Rafter Tail Repair at Marine Avenue Park Community Building

TO: Best Contracting Services, Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES		
Description (Detailed Explanation Attached)	Change in Contract Price¹	Change in Work Days
1. Rafter Tail Repair @ Door Beneath Equipment Well in Live Oak Park Rec Ctr.	\$4,646.00	0
2. Deck Repair at Live Oak Park Rec Hall	\$6,949.14	0
3. Rafter Tail Repair at Marine Avenue Park Community Building	\$1,019.53	0
Net Change in Contract Price and Work Days	\$12,614.67	0

¹Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT	\$254,600.00
CCO1	\$19,790.85
CCO2	\$19,164.75
CCO3	\$4,065.25
CCO4	(\$1,436.00)
CCO5 (Final)	\$12,614.67
TOTAL	\$308,799.52



SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:05/26/2020
CONTRACT WORKING DAYS:60
TIME EXTENSION: CCO1 9
TIME EXTENSION: CCO2 0
TIME EXTENSION: CCO3 1
TIME EXTENSION: CCO4 0
TIME EXTENSION: CCO5 0
NEW TOTAL WORKING DAYS:70
LAST DAY OF WORK:.....08/31/2020



CHANGE ORDER DETAIL

Change Order No.: 5 (Final)

PROJECT NO.: D-934

DESCRIPTION: 1) Rafter Tail Repair at Live Oak Park Recreation Center
2) Deck Repair at Live Oak Recreation Hall
3) Rafter Tail Repair at Marine Avenue Park Community Building4

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1: Rafter Tail Repair at Live Oak Recreation Hall Recreation Hall

- A. Reason for Change: Removal of the existing rim joist at the equipment well revealed significant deterioration at the ends and bottom of the rafter tails. This damage could not be observed during the previous inspection. The deterioration prevented a secure attachment between the existing rafters and the new rim joist. As a result, replacement was required.
- B. Description of Change: Existing rafter tails were trimmed 12" from the ends and attached to a new 4"x12" beam (outrigger) that spanned the distance between the two walls. The existing rafters were sistered approximately 48" at the ends and the rim joist was attached to a new 2"x4" beam attached to the new outrigger.
- C. Change in Contract Cost:
Add \$4,646.00
- D. Change in Completion Date:
No Change

Item No. 2: Additional Work to Repair Roof Deck at Live Oak Park Recreation Hall

- A. Reason for Change: Upon removal of the roofing material at the Live Oak Park Recreation Hall, it was identified that the underlying wood on the roof deck was deteriorated. The damage wasn't anticipated, since there was no previous evidence of roof leaks or failing roof areas that were identified prior to demo. Wood deck material would need
- B. Description of Change: Replace 1"x6" wood panels on deck as needed to pass inspection.
- C. Change in Contract Cost:
Add \$6,949.14
- D. Change in Completion Date:
No Change



Item No. 3: Additional Work to Replace 90 LF of Rafter Tails at Marine Avenue Park

- A. Reason for Change: Upon removal of damaged plywood, it was identified that there were rafter tails that were deteriorated. This prevented the proper attachment of fascia to the roof. As a result, replacement was required.
- B. Description of Change: Replace 90 LF of 2"x8" rafter tails as identified in the field.
- C. Change in Contract Cost:
Deduct \$1,019.53
- D. Change in Completion Date:
No Change

SIGNATURE PAGE TO FOLLOW:



The original Contract Price was \$254,600.00. Contract Change Order No. 1 increased the Contract Price by \$19,790.85. Contract Change Order No. 2 increased the Contract Price by \$19,164.75. Contract Change Order No. 3 increased the Contract Price by \$4,065.25. Contract Change Order No. 4 decreased the Contract Price by \$1,436.00. Contract Change Order No. 5 (Final) increased the Contract Price by \$12,614.67. The new Contract Price will be \$308,799.52, resulting in an increase of approximately 21.29% to the original Contract.

The original Contract Time of 60 Working Days was extended by 9 Working Days per Change Order No. 1, by 0 Working Days per Change Order No. 2, by 1 Working Day per Change Order No. 3, by 0 Working Days per Change Order No 4 and by 0 Working Days per Change Order No. 5. The last contract Working Day is 08/31/2020.

Ordered: _____ Date: _____
City Manager

Concurred by: _____ Date: _____
City Engineer

Mameet A. Silver, PE

Concurred by: _____
Project Manager

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Name: Bob Mars Date: 3/30/2021

Title: BOB MARS - SENIOR OPERATIONS EXECUTIVE



CHANGE ORDER PROPOSAL FORM

3-6.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

Date August 24, 2020

CCO Proposal No. 5

Contractor Best Contracting Services

Item No. 1

Location Live Oak Park Recreation Center

AMOUNT

General Contractor

- 1. Labor Cost:.....\$ _____
- 2. Material Cost:\$ _____
- 3. Equipment Cost:.....\$ _____
- 4. Special Forces/Services:\$ 4,600.00
- Subtotal Contractor Cost*.....\$ 4,600.00

- 5. Subcontractor/Sub-Subcontractor Name _____
- Labor Cost.....\$ _____
- Material Cost\$ _____
- Equipment Cost.....\$ _____
- Subtotal Subcontractor/Sub-Subcontractor Cost

- 6. Subcontractor/Sub-Subcontractor Name
- Labor Cost.....\$ _____
- Material Cost\$ _____
- Equipment Cost.....\$ _____
- Subtotal Subcontractor/Sub-Subcontractor Cost\$ _____

1%Bond\$ 46.00

TOTAL CONTRACT CHANGE ORDER COSTS.....\$ 4,646.00



CHANGE ORDER PROPOSAL FORM

3-6.2 (f) SPECIAL FORCES/SERVICES COST REPORT

Date January 15, 2021

CCO Proposal No. 5

Contractor or Subcontractor
Best Contracting Services

Item No. 1

Location Equipment Well @ Live Oak Park
Recreation Center

INVOICE NO.	DESCRIPTION	AMOUNT
1.	Rafter tail repair at the rim joist beneath the equipment well of the Rec Center at Live Oak Park	\$4,000.00
		\$
	Subtotal	\$4,000.00
2.		\$
		\$
	Subtotal	\$
3.		\$
		\$
	Subtotal	\$
SUBTOTAL MATERIAL COST		\$4,000.00

NOTE: An itemized list of materials, manufacturers, serial numbers, invoices, and other pertinent date shall be submitted along with the special forces/services cost report.

Overhead/profit 15% \$600.00

Total Special Forces/Services/Overhead/Profit \$4,600.00

PRFormance Contractors

Lic.# 808513

PRFormance Contractors
Phone # 562 201-3957
Fax # 714 680-3206
Date: Aug 18, 2020

341 E. Hermosa Dr.
Fullerton Ca.
92835

Proposal To:
Best Roofing
19027 S. Hamilton Ave.
Gardena, Ca
90248

Job address:
1901 N. Valley Dr.
Manhattan Beach
Ca.

Scope of work:
Install new 4 x 12 beam
Attach existing rafter/ceiling joists to new beams with Simpson hardware
Dry wall ceiling at affected area and paint to match

PROPOSAL AMOUNT: 4,000.00



CHANGE ORDER PROPOSAL FORM

3-6.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

Date August 24, 2020

CCO Proposal No. 5

Contractor Best Contracting Services

Item No. 2

Location Live Oak Park Recreation Hall

AMOUNT

General Contractor

- 1. Labor Cost:..... \$6,880.34
- 2. Material Cost: \$
- 3. Equipment Cost:..... \$
- 4. Special Forces/Services: \$
- Subtotal Contractor Cost*..... \$6,880.34

- 5. Subcontractor/Sub-Subcontractor Name _____
- Labor Cost..... \$
- Material Cost \$
- Equipment Cost..... \$
- Subtotal Subcontractor/Sub-Subcontractor Cost

- 6. Subcontractor/Sub-Subcontractor Name
- Labor Cost..... \$
- Material Cost \$
- Equipment Cost..... \$
- Subtotal Subcontractor/Sub-Subcontractor Cost..... \$

1%Bond \$ 68.80

TOTAL CONTRACT CHANGE ORDER COSTS..... \$ 6,949.14



CHANGE ORDER PROPOSAL FORM

3-6.2(b) LABOR COST REPORT Date

Date June 22, 23, 25, 30 & July 1, 2020

CCO Proposal No. 5 Contractor Best Contrating Services

Item No. 2 Location Live Oak Park Recreation Hall

CLASSIFICATION AND NAME	HOURS	HOURLY RATE	EXTENDED AMOUNTS
Classification: Foreman Name: Salvador Muniz	OT REG 25	\$ \$ 88.01	\$ \$2,200.25
Classification: Journeyman Name: Julio Lopez	OT REG 19	\$ \$80.23	\$ \$1,524.37
Classification: Journeyman Name: Gilbert Alcantar	OT REG 8	\$ \$71.75	\$ \$ 574.00
Classification: Journeyman Name: Juan Bautista	OT REG 20	\$ \$71.75	\$ \$1,435.00
Classification: Name:	OT REG	\$ \$	\$ \$
Classification: Name:	OT REG	\$ \$	\$ \$
TOTAL LABOR			\$5,733.62

Overhead/profit 20% \$1,146.72

Total labor/overhead/profit \$6,880.34

Subcontractor's mark-up of total Sub-Subcontractor labor/overhead/profit (if applicable) 5% \$ _____

General contractor's mark-up of total Subcontractor or Sub-Subcontractor labor/overhead/profit (if applicable) 5%..... \$ _____

Total..... \$6,880.34

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 08/01/2019 THRU 07/31/2020
CLASSIFICATION: GENERAL FOREMAN SUPT
LOCATION: SOUTHERN CALIFORNIA

TRADE: ROOFING &
WATERPROOFING
UNION: LOCAL 36 & 220

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 49.14	\$ 73.71	\$ 98.28	BASE WAGE
	\$ 2.75	\$ 2.75	\$ 2.75	VACATION
	\$ 1.00	\$ 1.00	\$ 1.00	CHECK OFF
(1)	\$ 52.89	\$ 77.46	\$ 102.03	TOTAL GROSS TAXABLE WAGE
	\$ 8.56	\$ 8.56	\$ 8.56	HEALTH & WELFARE
	\$ 6.37	\$ 6.37	\$ 6.37	PENSION - PCR
	\$ 1.03	\$ 1.03	\$ 1.03	PENSION - NRIPP
	\$ 1.00	\$ 1.00	\$ 1.00	ANNUITY
	\$ 0.51	\$ 0.51	\$ 0.51	APPRENTICESHIP FUND
	\$ 0.05	\$ 0.05	\$ 0.05	ADMINISTRATION FUND
	\$ 0.25	\$ 0.25	\$ 0.25	INDUSTRY FUND
	\$ 0.30	\$ 0.30	\$ 0.30	C/F FUND
(2)	\$ 18.07	\$ 18.07	\$ 18.07	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 70.96	\$ 95.53	\$ 120.10	TOTAL PACKAGE (1+2)
	\$ 17.56	\$ 17.56	\$ 17.56	WORKERS COMP INSURANCE (W/C)
	\$ 4.31	\$ 4.31	\$ 4.31	GENERAL LIABILITY INSURANCE (G/L)
	\$ 3.28	\$ 4.80	\$ 6.33	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$ 1.11	\$ 1.63	\$ 2.14	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$ 3.28	\$ 4.80	\$ 6.33	SOCIAL SECURITY (FICA) 6.2%
	\$ 0.77	\$ 1.12	\$ 1.48	MEDICARE (FMI) 1.45%
(4)	\$ 30.31	\$ 34.22	\$ 38.14	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 101.27	\$ 129.75	\$ 158.24	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

\$ 28.49 \$ 56.98 PREMIUM TIME RATE

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 08/01/2019 THRU 07/31/2020
CLASSIFICATION: JOURNEYMAN
LOCATION: SOUTHERN CALIFORNIA

TRADE: ROOFING &
WATERPROOFING
UNION: LOCAL 36 & 220

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 35.77	\$ 53.66	\$ 71.54	BASE WAGE
	\$ 2.75	\$ 2.75	\$ 2.75	VACATION
	\$ 1.00	\$ 1.00	\$ 1.00	CHECK OFF
(1)	\$ 39.52	\$ 57.41	\$ 75.29	TOTAL GROSS TAXABLE WAGE
	\$ 8.56	\$ 8.56	\$ 8.56	HEALTH & WELFARE
	\$ 6.37	\$ 6.37	\$ 6.37	PENSION - PCR
	\$ 1.03	\$ 1.03	\$ 1.03	PENSION - NRIPP
	\$ 1.00	\$ 1.00	\$ 1.00	ANNUITY
	\$ 0.51	\$ 0.51	\$ 0.51	APPRENTICESHIP FUND
	\$ 0.05	\$ 0.05	\$ 0.05	ADMINISTRATION FUND
	\$ 0.25	\$ 0.25	\$ 0.25	INDUSTRY FUND
	\$ 0.30	\$ 0.30	\$ 0.30	C/F FUND
(2)	\$ 18.07	\$ 18.07	\$ 18.07	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 57.59	\$ 75.48	\$ 93.36	TOTAL PACKAGE (1+2)
	\$ 13.12	\$ 13.12	\$ 13.12	WORKERS COMP INSURANCE (W/C)
	\$ 3.22	\$ 3.22	\$ 3.22	GENERAL LIABILITY INSURANCE (G/L)
	\$ 2.45	\$ 3.56	\$ 4.67	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$ 0.83	\$ 1.21	\$ 1.58	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$ 2.45	\$ 3.56	\$ 4.67	SOCIAL SECURITY (FICA) 6.2%
	\$ 0.57	\$ 0.83	\$ 1.09	MEDICARE (FMI) 1.45%
(4)	\$ 22.64	\$ 25.50	\$ 28.35	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 80.23	\$ 100.97	\$ 121.71	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

\$ 20.74 \$ 41.48 PREMIUM TIME RATE

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 08/01/2019 THRU 07/31/2020
CLASSIFICATION: FOREMAN
LOCATION: SOUTHERN CALIFORNIA

TRADE: ROOFING &
WATERPROOFING
UNION: LOCAL 36 & 220

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 40.71	\$ 61.07	\$ 81.42	BASE WAGE
	\$ 2.75	\$ 2.75	\$ 2.75	VACATION
	\$ 1.00	\$ 1.00	\$ 1.00	CHECK OFF
(1)	\$ 44.46	\$ 64.82	\$ 85.17	TOTAL GROSS TAXABLE WAGE
	\$ 8.56	\$ 8.56	\$ 8.56	HEALTH & WELFARE
	\$ 6.37	\$ 6.37	\$ 6.37	PENSION - PCR
	\$ 1.03	\$ 1.03	\$ 1.03	PENSION - NRIPP
	\$ 1.00	\$ 1.00	\$ 1.00	ANNUITY
	\$ 0.51	\$ 0.51	\$ 0.51	APPRENTICESHIP FUND
	\$ 0.05	\$ 0.05	\$ 0.05	ADMINISTRATION FUND
	\$ 0.25	\$ 0.25	\$ 0.25	INDUSTRY FUND
	\$ 0.30	\$ 0.30	\$ 0.30	C/F FUND
(2)	\$ 18.07	\$ 18.07	\$ 18.07	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 62.53	\$ 82.89	\$ 103.24	TOTAL PACKAGE (1+2)
	\$ 14.76	\$ 14.76	\$ 14.76	WORKERS COMP INSURANCE (W/C)
	\$ 3.62	\$ 3.62	\$ 3.62	GENERAL LIABILITY INSURANCE (G/L)
	\$ 2.76	\$ 4.02	\$ 5.28	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$ 0.93	\$ 1.36	\$ 1.79	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$ 2.76	\$ 4.02	\$ 5.28	SOCIAL SECURITY (FICA) 6.2%
	\$ 0.64	\$ 0.94	\$ 1.23	MEDICARE (FMI) 1.45%
(4)	\$ 25.48	\$ 28.72	\$ 31.97	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 88.01	\$ 111.61	\$ 135.21	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

\$ 23.60 \$ 47.20 PREMIUM TIME RATE 9/20/2018

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 08/01/2019 THRU 07/31/2020
CLASSIFICATION: APPRENTICE
LOCATION: SOUTHERN CALIFORNIA

TRADE: ROOFING &
WATERPROOFING
UNION: LOCAL 36 & 220

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 32.19	\$ 48.29	\$ 64.38	BASE WAGE
	\$ 2.75	\$ 2.75	\$ 2.75	VACATION
	\$ 1.00	\$ 1.00	\$ 1.00	CHECK OFF
(1)	\$ 35.94	\$ 52.04	\$ 68.13	TOTAL GROSS TAXABLE WAGE
	\$ 8.56	\$ 8.56	\$ 8.56	HEALTH & WELFARE
	\$ 4.02	\$ 4.02	\$ 4.02	PENSION - PCR
	\$ 0.63	\$ 0.63	\$ 0.63	PENSION - NRIPP
	\$ 0.90	\$ 0.90	\$ 0.90	ANNUITY
	\$ 0.51	\$ 0.51	\$ 0.51	APPRENTICESHIP FUND
	\$ 0.05	\$ 0.05	\$ 0.05	ADMINISTRATION FUND
	\$ 0.25	\$ 0.25	\$ 0.25	INDUSTRY FUND
	\$ 0.30	\$ 0.30	\$ 0.30	C/F FUND
(2)	\$ 15.22	\$ 15.22	\$ 15.22	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 51.16	\$ 67.26	\$ 83.35	TOTAL PACKAGE (1+2)
	\$ 11.93	\$ 11.93	\$ 11.93	WORKERS COMP INSURANCE (W/C)
	\$ 2.93	\$ 2.93	\$ 2.93	GENERAL LIABILITY INSURANCE (G/L)
	\$ 2.23	\$ 3.23	\$ 4.22	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$ 0.75	\$ 1.09	\$ 1.43	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$ 2.23	\$ 3.23	\$ 4.22	SOCIAL SECURITY (FICA) 6.2%
	\$ 0.52	\$ 0.75	\$ 0.99	MEDICARE (FMI) 1.45%
(4)	\$ 20.59	\$ 23.16	\$ 25.73	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 71.75	\$ 90.42	\$ 109.08	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

\$ 18.66 \$ 37.32 PREMIUM TIME RATE



CHANGE ORDER PROPOSAL FORM

3-6.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

Date August 24, 2020

CCO Proposal No. 5

Contractor Best Contracting Services

Item No. 3

Location Marine Avenue Park Community Building

AMOUNT

General Contractor

- 1. Labor Cost:..... \$1,009.44
- 2. Material Cost: \$
- 3. Equipment Cost:..... \$
- 4. Special Forces/Services: \$
- Subtotal Contractor Cost*..... \$1,009.44

- 5. Subcontractor/Sub-Subcontractor Name _____
- Labor Cost..... \$
- Material Cost \$
- Equipment Cost..... \$
- Subtotal Subcontractor/Sub-Subcontractor Cost

- 6. Subcontractor/Sub-Subcontractor Name _____
- Labor Cost..... \$
- Material Cost \$
- Equipment Cost..... \$
- Subtotal Subcontractor/Sub-Subcontractor Cost \$

1%Bond \$ 10.09

TOTAL CONTRACT CHANGE ORDER COSTS..... \$ 1,019.53



CHANGE ORDER PROPOSAL FORM

3-6.2(b) LABOR COST REPORT Date

Date September 9, 2024

CCO Proposal No. 5

Contractor or Subcontractor
Best Contracting Services

Item No. 3

Location Marine Avenue Park Community Building

CLASSIFICATION AND NAME	HOURS	HOURLY RATE	EXTENDED AMOUNTS
Classification: Journeyman Name: Thomas Fernandez	OT REG 5	\$ \$80.23	\$ \$401.15
Classification: Foreman Name: Oscar Linares	OT REG 5	\$ \$88.01	\$ \$440.05
Classification: Name:	OT REG	\$ \$	\$ \$
Classification: Name:	OT REG	\$ \$	\$ \$
Classification: Name:	OT REG	\$ \$	\$ \$
Classification: Name:	OT REG	\$ \$	\$ \$
TOTAL LABOR			\$841.20

Overhead/profit 20% \$168.24

Total labor/overhead/profit \$1,009.44

Subcontractor's mark-up of total Sub-Subcontractor
labor/overhead/profit (if applicable) 5% \$ _____

General contractor's mark-up of total Subcontractor
or Sub-Subcontractor labor/overhead/profit (if applicable) 5% \$ _____

Total \$1,009.44

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 08/01/2019 THRU 07/31/2020
CLASSIFICATION: GENERAL FOREMAN SUPT
LOCATION: SOUTHERN CALIFORNIA

TRADE: ROOFING &
WATERPROOFING
UNION: LOCAL 36 & 220

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 49.14	\$ 73.71	\$ 98.28	BASE WAGE
	\$ 2.75	\$ 2.75	\$ 2.75	VACATION
	\$ 1.00	\$ 1.00	\$ 1.00	CHECK OFF
(1)	\$ 52.89	\$ 77.46	\$ 102.03	TOTAL GROSS TAXABLE WAGE
	\$ 8.56	\$ 8.56	\$ 8.56	HEALTH & WELFARE
	\$ 6.37	\$ 6.37	\$ 6.37	PENSION - PCR
	\$ 1.03	\$ 1.03	\$ 1.03	PENSION - NRIPP
	\$ 1.00	\$ 1.00	\$ 1.00	ANNUITY
	\$ 0.51	\$ 0.51	\$ 0.51	APPRENTICESHIP FUND
	\$ 0.05	\$ 0.05	\$ 0.05	ADMINISTRATION FUND
	\$ 0.25	\$ 0.25	\$ 0.25	INDUSTRY FUND
	\$ 0.30	\$ 0.30	\$ 0.30	C/F FUND
(2)	\$ 18.07	\$ 18.07	\$ 18.07	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 70.96	\$ 95.53	\$ 120.10	TOTAL PACKAGE (1+2)
	\$ 17.56	\$ 17.56	\$ 17.56	WORKERS COMP INSURANCE (W/C)
	\$ 4.31	\$ 4.31	\$ 4.31	GENERAL LIABILITY INSURANCE (G/L)
	\$ 3.28	\$ 4.80	\$ 6.33	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$ 1.11	\$ 1.63	\$ 2.14	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$ 3.28	\$ 4.80	\$ 6.33	SOCIAL SECURITY (FICA) 6.2%
	\$ 0.77	\$ 1.12	\$ 1.48	MEDICARE (FMI) 1.45%
(4)	\$ 30.31	\$ 34.22	\$ 38.14	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 101.27	\$ 129.75	\$ 158.24	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

\$ 28.49 \$ 56.98 PREMIUM TIME RATE

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 08/01/2019 THRU 07/31/2020
CLASSIFICATION: JOURNEYMAN
LOCATION: SOUTHERN CALIFORNIA

TRADE: ROOFING &
WATERPROOFING
UNION: LOCAL 36 & 220

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 35.77	\$ 53.66	\$ 71.54	BASE WAGE
	\$ 2.75	\$ 2.75	\$ 2.75	VACATION
	\$ 1.00	\$ 1.00	\$ 1.00	CHECK OFF
(1)	\$ 39.52	\$ 57.41	\$ 75.29	TOTAL GROSS TAXABLE WAGE
	\$ 8.56	\$ 8.56	\$ 8.56	HEALTH & WELFARE
	\$ 6.37	\$ 6.37	\$ 6.37	PENSION - PCR
	\$ 1.03	\$ 1.03	\$ 1.03	PENSION - NRIPP
	\$ 1.00	\$ 1.00	\$ 1.00	ANNUITY
	\$ 0.51	\$ 0.51	\$ 0.51	APPRENTICESHIP FUND
	\$ 0.05	\$ 0.05	\$ 0.05	ADMINISTRATION FUND
	\$ 0.25	\$ 0.25	\$ 0.25	INDUSTRY FUND
	\$ 0.30	\$ 0.30	\$ 0.30	C/F FUND
(2)	\$ 18.07	\$ 18.07	\$ 18.07	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 57.59	\$ 75.48	\$ 93.36	TOTAL PACKAGE (1+2)
	\$ 13.12	\$ 13.12	\$ 13.12	WORKERS COMP INSURANCE (W/C)
	\$ 3.22	\$ 3.22	\$ 3.22	GENERAL LIABILITY INSURANCE (G/L)
	\$ 2.45	\$ 3.56	\$ 4.67	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$ 0.83	\$ 1.21	\$ 1.58	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$ 2.45	\$ 3.56	\$ 4.67	SOCIAL SECURITY (FICA) 6.2%
	\$ 0.57	\$ 0.83	\$ 1.09	MEDICARE (FMI) 1.45%
(4)	\$ 22.64	\$ 25.50	\$ 28.35	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 80.23	\$ 100.97	\$ 121.71	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

\$ 20.74 \$ 41.48 PREMIUM TIME RATE

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 08/01/2019 THRU 07/31/2020
CLASSIFICATION: FOREMAN
LOCATION: SOUTHERN CALIFORNIA

TRADE: ROOFING &
WATERPROOFING
UNION: LOCAL 36 & 220

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 40.71	\$ 61.07	\$ 81.42	BASE WAGE
	\$ 2.75	\$ 2.75	\$ 2.75	VACATION
	\$ 1.00	\$ 1.00	\$ 1.00	CHECK OFF
(1)	\$ 44.46	\$ 64.82	\$ 85.17	TOTAL GROSS TAXABLE WAGE
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	\$ 6.37	\$ 6.37	\$ 6.37	PENSION - PCR
	\$ 1.03	\$ 1.03	\$ 1.03	PENSION - NRIPP
	\$ 1.00	\$ 1.00	\$ 1.00	ANNUITY
	\$ 0.51	\$ 0.51	\$ 0.51	APPRENTICESHIP FUND
	\$ 0.05	\$ 0.05	\$ 0.05	ADMINISTRATION FUND
	\$ 0.25	\$ 0.25	\$ 0.25	INDUSTRY FUND
	\$ 0.30	\$ 0.30	\$ 0.30	C/F FUND
(2)	\$ 18.07	\$ 18.07	\$ 18.07	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 62.53	\$ 82.89	\$ 103.24	TOTAL PACKAGE (1+2)
	\$ 14.76	\$ 14.76	\$ 14.76	WORKERS COMP INSURANCE (W/C)
	\$ 3.62	\$ 3.62	\$ 3.62	GENERAL LIABILITY INSURANCE (G/L)
	\$ 2.76	\$ 4.02	\$ 5.28	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$ 0.93	\$ 1.36	\$ 1.79	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$ 2.76	\$ 4.02	\$ 5.28	SOCIAL SECURITY (FICA) 6.2%
	\$ 0.64	\$ 0.94	\$ 1.23	MEDICARE (FMI) 1.45%
(4)	\$ 25.48	\$ 28.72	\$ 31.97	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 88.01	\$ 111.61	\$ 135.21	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

\$ 23.60 \$ 47.20 PREMIUM TIME RATE 9/20/2018

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 08/01/2019 THRU 07/31/2020
CLASSIFICATION: APPRENTICE
LOCATION: SOUTHERN CALIFORNIA

TRADE: ROOFING &
WATERPROOFING
UNION: LOCAL 36 & 220

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 32.19	\$ 48.29	\$ 64.38	BASE WAGE
	\$ 2.75	\$ 2.75	\$ 2.75	VACATION
	\$ 1.00	\$ 1.00	\$ 1.00	CHECK OFF
(1)	\$ 35.94	\$ 52.04	\$ 68.13	TOTAL GROSS TAXABLE WAGE
	\$ 8.56	\$ 8.56	\$ 8.56	HEALTH & WELFARE
	\$ 4.02	\$ 4.02	\$ 4.02	PENSION - PCR
	\$ 0.63	\$ 0.63	\$ 0.63	PENSION - NRIPP
	\$ 0.90	\$ 0.90	\$ 0.90	ANNUITY
	\$ 0.51	\$ 0.51	\$ 0.51	APPRENTICESHIP FUND
	\$ 0.05	\$ 0.05	\$ 0.05	ADMINISTRATION FUND
	\$ 0.25	\$ 0.25	\$ 0.25	INDUSTRY FUND
	\$ 0.30	\$ 0.30	\$ 0.30	C/F FUND
(2)	\$ 15.22	\$ 15.22	\$ 15.22	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 51.16	\$ 67.26	\$ 83.35	TOTAL PACKAGE (1+2)
	\$ 11.93	\$ 11.93	\$ 11.93	WORKERS COMP INSURANCE (W/C)
	\$ 2.93	\$ 2.93	\$ 2.93	GENERAL LIABILITY INSURANCE (G/L)
	\$ 2.23	\$ 3.23	\$ 4.22	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$ 0.75	\$ 1.09	\$ 1.43	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$ 2.23	\$ 3.23	\$ 4.22	SOCIAL SECURITY (FICA) 6.2%
	\$ 0.52	\$ 0.75	\$ 0.99	MEDICARE (FMI) 1.45%
(4)	\$ 20.59	\$ 23.16	\$ 25.73	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 71.75	\$ 90.42	\$ 109.08	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

\$ 18.66 \$ 37.32 PREMIUM TIME RATE



CONTRACT DAILY REPORT

CONTRACT NO. Roofing Replacement at Live Oak Park & Marine Avenue Park Project No. D-934		DATE 7/2/20	REPORT NO #3
CONTRACTOR Best Contracting			
SHIFT		HOURS WORKED From: 7:30 To: 4:00	WEATHER cloudy
CONTRACTOR MANPOWER (BY LABOR CLASS)	NO.	TOTAL HOURS	SUBCONTRACTOR MANPOWER NO.
Oscar Lindores (F)	1	8	
Thomas Fernandez (J)	1	8	
	2	16	
CONTRACTOR EQUIPMENT	NO.	TOTAL HOURS	SUBCONTRACTOR EQUIPMENT NO.
Hand Tools			
SKILL saw			
Ladder			
DESCRIPTION OF WORK PERFORMED TODAY INSTALL SISTER TAIL AND BLOCKING COMPLETE FELT			
REMARKS BY CONTRACTOR (Delays, Interruptions, Deviations, Extra Work Activities, Unusual Occurrence's, etc.) 5 Hours two guys replacing RAFTER TAIL 90 L.F 2x8			
CONTRACTOR OSCAR LINDORES	TITLE FOREMAN	DATE 7/2/20	
CITY COMMENTS AND/OR EXCEPTIONS			
CITY REPRESENTATIVE D.L. McFadyen	TITLE INSPECTOR	DATE 7/2/20	



**CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT
Engineering Division**

CONTRACT CHANGE ORDER NO. 1

PROJECT NO.: D-934
 DESCRIPTION: Roof Repair at Recreation Center & Stucco Repair at Recreation Hall of Live Oak Park
 TO: Best Contracting Services, Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES		
Description (Detailed Explanation Attached)	Change in Contract Price¹	Change in Work Days
1a. Roof Repair at Recreation Center	\$14,518.75	
1b. Stucco Repair at Recreation Hall	\$6,272.10	
2. Delete Bid Item #21	(\$1,000.00)	
Net Change in Contract Price and Work Days	\$19,790.85	9

¹Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT\$254,600.00
 CCO1\$19,790.85
 TOTAL\$274,390.85

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:05/26/2020
 CONTRACT WORKING DAYS:60
 TIME EXTENSION: CCO 1 9
 NEW TOTAL WORKING DAYS:69
 LAST DAY OF WORK:.....08/28/2020



CHANGE ORDER DETAIL

Change Order No.: 1

PROJECT NO.: D-934

DESCRIPTION: Roof Repair at Recreation Center & Stucco Repair at Recreation Hall of Live Oak Park

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1: Roof Repair on the Western Portion (Ceramic Studio) of the Recreation Center at Live Oak Park

A. Reason for Change:

- a. **Recreation Center (Ceramic Studio) @ Live Oak Park.** Removal of the existing roofing material revealed extensive water damage and wood rot to the plywood sheathing. The Contractor removed the damaged plywood sheathing and revealed further damage to the underlying framing. Furring for the roof cricket, roof joists and rim joist showed water damage and wood rot. Large areas of insulation appeared to be wet and cluttered with existing wood debris. City Building Inspector required the damaged wood framing to be repaired and recommended replacement of the insulation prior to installation of the new plywood sheathing.
- b. **Recreation Hall @ Live Oak Park.** Existing stucco beneath the overhang of the building was in a deteriorated condition prior to beginning work. During installation of the new roofing, areas of stucco broke apart or separated from the soffit. City directed Contractor to repair the damaged stucco in the soffit.

B. Description of Change:

- a. **Recreation Center (Ceramic Studio) @ Live Oak Park.** Scope of work included:
 - i. Demo of 30 rotten wood tapered fir strips
 - ii. Installation of 30 new tapered furring strips 20 LF long
 - iii. Installation of new Simpson LTP4 clips 24" O.C. staggered
 - iv. Saw cutting of stucco at west side of building
 - v. Demo of stucco
 - vi. Demo of 2x12 wood rim joist
 - vii. Installation of new 2x12 wood rim joist
 - viii. Installation of new Z-bar and peel and stick
 - ix. Priming and painting of new 2x12 to match existing
 - x. Installation of painted 2x12
 - xi. Installation of foil faced R-30 insulation
 - xii. Installation of 1/2-inch plywood including blocking
- b. **Recreation Hall @ Live Oak Park.** Scope of Work included:



- i. Demo of stucco at 7 areas
- ii. Installation of new metal lath, scratch, brown, and color coat sand finish.

C. Change in Contract Cost:
Add \$20,790.85

D. Change in Completion Date:
Add 9 Working Days

Item No. 2: Credit for Bid Item No. 21 (Roof Repair)

- A. Reason for Change: Bid Item No. 21 was a lump sum item that covered the replacement of plywood sheathing for a specific area of the Recreation Center, as shown on Sheet A202 of the plans. The water damage to the existing plywood sheathing far exceeded this area and extended into the framing for the roof. The Contractor engaged a subcontractor to perform the framing repairs and the installation of new plywood sheathing. The cost for installing plywood sheathing was already included in the proposal for Item No. 1 of this Change Order. To eliminate double charging for the plywood replacement, in the area identified on A202, the Extended Amount of Bid Item No. 21 will be deducted from Contract Change Order #1 Item 1.
- B. Description of Change: Deduct \$1,000.00 from Contract Change Order No. 1 Item No. 1.
- C. Change in Contract Cost:
Deduct \$1,000.00
- D. Change in Completion Date:
Add 0 Working Days

SIGNATURE PAGE TO FOLLOW:



The original Contract Price was (\$254,600.00). Contract Change Order No. 1 increased the Contract Price by (\$19,790.85). The new Contract Price will be \$274,390.85, resulting in an increase of approximately 7.77% to the original Contract.

The original Contract Time of 60 Working Days was extended by 9 Working Days per Change Order No. 1 (Final). The last contract Working Day is new 08/28/2020.

Ordered: *S. Katmear*
Public Works Director

Date: *10/8/20*

Concurred by: *[Signature]*
City Engineer

Date: 10/08/2020

Concurred by: *Manect A. Silver, PE*
Project Manager

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Name: *Bob Mares*

Date: *9/21/2020*

Title: *BOB MARES - COO*



CHANGE ORDER PROPOSAL FORM

3-6.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

Date July 13, 2020

CCO Proposal No. 1

Contractor or Subcontractor
Best Contracting Services

Item No. 1

Location
Live Oak Park (Rec Ctr & Rec Hall)

AMOUNT

General Contractor

- 1. Labor Cost:.....\$ 0.00
- 2. Material Cost:\$ 0.00
- 3. Equipment Cost:.....\$ 0.00
- 4. Special Forces/Services:\$ 20,585.00
- Subtotal Contractor Cost*.....\$ _____

- 5. Subcontractor/Sub-Subcontractor Name _____
- Labor Cost.....\$ _____
- Material Cost\$ _____
- Equipment Cost.....\$ _____
- Subtotal Subcontractor/Sub-Subcontractor Cost

- 6. Subcontractor/Sub-Subcontractor Name
- Labor Cost.....\$ _____
- Material Cost\$ _____
- Equipment Cost.....\$ _____
- Subtotal Subcontractor/Sub-Subcontractor Cost.....\$ _____

1% Bond\$ 205.85

TOTAL CONTRACT CHANGE ORDER COSTS.....\$ 20,790.85



CHANGE ORDER PROPOSAL FORM

3-6.2 (f) SPECIAL FORCES/SERVICES COST REPORT

Date July 13, 2020

CCO Proposal No. 1

Contractor or Subcontractor
Best Contracting Services

Item No. 1

Location
Live Oak Park (Rec Ctr & Rec Hall)

TASK NO.	DESCRIPTION	AMOUNT
1a.	Roof Repair @ Live Oak Park Rec Center (Ceramic Studio)	\$12,500.00
	Subtotal	\$12,500.00
1b.	Stucco Repair @ Live Oak Park Rec Hall	\$5,400.00
	Subtotal	\$5,400.00
	Subtotal	
SUBTOTAL MATERIAL COST		\$17,900.00

NOTE: An itemized list of materials, manufacturers, serial numbers, invoices, and other pertinent date shall be submitted along with the special forces/services cost report.

Overhead/profit 15% \$ 2,685.00

Total Special Forces/Services/Overhead/Profit \$ 20,585.00

Change Order Request



C.O.R. # 20016-0001

G.C. #

Date: 7/7/2020

Project Name: 20016 / LIVE OAK AND MARINE AVE PARK

Project #: 20016

To: CITY OF MANHATTAN BEACH

Attn: Mamerto Estepa Jr.
1400 HIGHLAND AVE

MANHATTAN BEACH, CA 90266

Phone: (310) 802-5000 **Fax:** () -

From: Best Contracting Services, Inc.

Michael Wolfe
19027 S. Hamilton Ave.
Gardena, CA 90248-4408

Phone: (310) 328-6969 **Fax:** (310) 380-6066

We hereby propose to make the following changes:

Scope of work:

- Demo 30 rotten wood tapered fir strips
- Install 30 new tapered wood fir strips 20' long
- Install new Simpson LTP4 clips 24" O.C. staggered
- Saw cut stucco at West side of building
- Demo and stucco
- Demo 2x12 wood rim joist
- Install new 2x12 wood rim joist
- Install new Z-bar and peel and stick
- Prime and paint new 2 x 12 to match existing
- Install painted 2 x 12
- Install foil faced R-30 insulation
- Install ½" plywood including blocking

- Adjacent building demo stucco at 7 areas
- Install new metal lath, scratch, brown, and color coat sand finish

Change Order Price \$20,790.85

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 10 days in conjunction with this change.

Michael Wolfe 7/7/2020
 Author Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

 Authorized Signature Date of Acceptance

Change Order Request



C.O.R. # 20016-0001

G.C. #

Date: 7/7/2020

Project Name: 20016 / LIVE OAK AND MARINE AVE PARK

Project #: 20016

Subcontracts

<u>Company</u>	<u>Description</u>	<u>Total</u>
PRFormance Contractors		\$20,585.00
	Sub Total	\$20,585.00
	Grand Total	\$20,585.00
	Subcontract	\$17,900.00
	Markup Subcontract	\$2,685.00
	Bond	\$205.85
	Total	\$20,790.85

PRFormance Contractors

Lic.# 808513

PRFormance Contractors
Phone # 562 201-3957
Fax # 714 680-3206
Date: June 30, 2020

341 E. Hermosa Dr.
Fullerton Ca.
92835

Proposal To:
Best Roofing
19027 S. Hamilton Ave.
Gardena, Ca
90248

Job address:
1901 N. Valley Dr.
Manhattan Beach
Ca.

Scope of work:
Demo 30 rotten wood tapered fir strips
Install 30 new tapered wood fir strips 20' long
Install new Simpson LTP4 clips 24" O.C. staggered
Saw cut stucco at West side of building
Demo and stucco
Demo 2x12 wood rim joist
Install new 2x12 wood rim joist
Install new Z-bar and peel and stick
Prime and paint new 2 x 12 to match existing
Install painted 2 x 12
Install foil faced R-30 insulation
Install ½" plywood including blocking

PROPOSAL AMOUNT: 12,500.00

Adjacent building demo stucco at 7 areas
Install new metal lath, scratch, brown, and color coat sand finish

PROPOSAL AMOUNT: 5,400.00



**CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT
Engineering Division**

CONTRACT CHANGE ORDER NO. 2

PROJECT NO.: D-934
 DESCRIPTION: Roof Repair in Equipment Well of Recreation Center at Live Oak Park
 TO: Best Contracting Services, Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES		
Description (Detailed Explanation Attached)	Change in Contract Price ¹	Change in Work Days
1. Roof Repair in Equipment Well of Recreation Center at Live Oak Park	\$19,164.75	0
Net Change in Contract Price and Work Days	\$19,164.75	0

¹Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT.....\$254,600.00
 CCO1.....\$19,790.85
 CCO2.....\$19,164.75
 TOTAL.....\$293,555.60

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:05/26/2020
 CONTRACT WORKING DAYS:60
 TIME EXTENSION: CCO1..... 9
 TIME EXTENSION: CCO2..... 0
 NEW TOTAL WORKING DAYS:69
 LAST DAY OF WORK:.....08/28/2020



CHANGE ORDER DETAIL

Change Order No.: 2
PROJECT NO.: D-934
DESCRIPTION: Roof Repair in Equipment Well of Recreation Center at Live Oak Park

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1:

A. Reason for Change: Two (2) HVAC units on the roof of the Recreation Center at Live Oak Park were inappropriately supported on 2"x4" beams. City Senior Building Inspector required that the appropriate curbing to be installed as part of the roof repair. Architect issued a plan to construct curbs for both HVAC units, which was approved by Building Safety. City directed Contractor to construct the curbs per the approved plan.

B. Description of Change:

Construct improvements shown on the plan by IDS Group dated 7/13/20, approved by the City on 7/23/20.

Scope of work shall include:

- Disconnect ducting, electrical, T-stat, condensate line as needed
- Crane units to new location (concrete pad adjacent to building)
- Demo existing sleepers and plywood
- Install new 4"x10" (blocking) in roof framing
- Have framing inspection
- Repair damaged plywood and install 4"x8" framing
- Crane units onto curb
- Re-attach ducting, electrical, T-stat, condensate

C. Change in Contract Cost:
Add \$19,164.75

D. Change in Completion Date:
Add 0 Working Days

SIGNATURE PAGE TO FOLLOW:



The original Contract Price was \$254,600.00. Contract Change Order No. 1 increased the Contract Price by \$19,790.85. Contract Change Order No. 2 increased the Contract Price by \$19,164.75. The new Contract Price will be \$293,555.60, resulting in an increase of approximately 15.30% to the original Contract.

The original Contract Time of 60 Working Days was extended by 9 Working Days per Change Order No. 1 and by 0 Working Days per Change Order No. 2. The last contract Working Day is 08/28/2020.

Ordered: *[Signature]*
Public Works Director

Date: 10/8/20

Concurred by: *[Signature]*
City Engineer

Date: 10/08/2020

Concurred by: *Mameet A. Eberhart, PE*
Project Manager

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Name: *Bob Mars*

Date: 8/04/2020

Title: *BOB MARS - COO*



CHANGE ORDER PROPOSAL FORM

3-6.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

Date August 4, 2020

CCO Proposal No. 2

Contractor Best Contracting Services

Item No. 1

Location Equipment Well @ Live Oak Park
Recreation Center

AMOUNT

General Contractor

- 1. Labor Cost:.....\$ _____
- 2. Material Cost:\$ _____
- 3. Equipment Cost:.....\$ _____
- 4. Special Forces/Services:\$ 18,975.00
- Subtotal Contractor Cost*.....\$ 18,975.00

- 5. Subcontractor/Sub-Subcontractor Name _____
- Labor Cost.....\$ _____
- Material Cost\$ _____
- Equipment Cost.....\$ _____
- Subtotal Subcontractor/Sub-Subcontractor Cost

- 6. Subcontractor/Sub-Subcontractor Name
- Labor Cost.....\$ _____
- Material Cost\$ _____
- Equipment Cost.....\$ _____
- Subtotal Subcontractor/Sub-Subcontractor Cost\$ _____

1%Bond\$ 189.75

TOTAL CONTRACT CHANGE ORDER COSTS.....\$ 19,164.75



CHANGE ORDER PROPOSAL FORM

3-6.2 (f) SPECIAL FORCES/SERVICES COST REPORT

Date August 3, 2020

CCO Proposal No. 2

Contractor or Subcontractor
Best Contracting Services

Item No. 1

Location Equipment Well @ Live Oak Park
Recreation Center

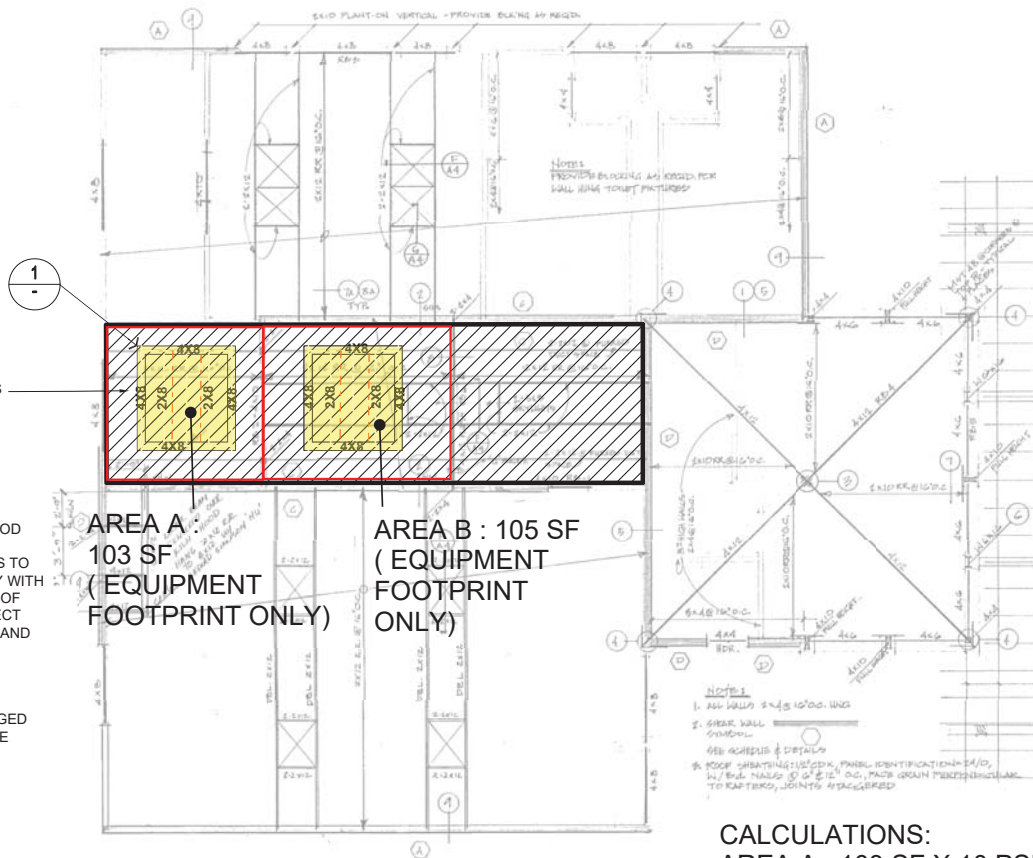
INVOICE NO.	DESCRIPTION	AMOUNT
1.	Disconnecton of and removal of two (2) HVAC units; demolition of exiting sleepers and plywood; installation of new blocking, curb, plywood; re-installation and connection of HVAC units	\$16,500.00
		\$
	Subtotal	\$16,500.00
2.		\$
		\$
	Subtotal	\$
3.		\$
		\$
	Subtotal	\$
SUBTOTAL MATERIAL COST		\$16,500.00

NOTE: An itemized list of materials, manufacturers, serial numbers, invoices, and other pertinent date shall be submitted along with the special forces/services cost report.

Overhead/profit 15% \$2,475.00

Total Special Forces/Services/Overhead/Profit \$18,975.00

ENGINEER/ARCHITECT
OF RECORD STAMP



HATCHED AREA INDICATES (±520 SQ. FT.) POTENTIAL AREA OF DAMAGED ROOF MEMBER/MEMBRANE.

NOTE: CONTRACTOR TO REMOVE EXISTING MEMBRANE AND VISUALLY INSPECT PLYWOOD SHEATHING. REMOVE SHEATHING THAT APPEARS TO HAVE DAMAGE AND VERIFY WITH CITY TO CONFIRM EXTENT OF REMOVAL. VISUALLY INSPECT ROOF FRAMING MEMBERS AND PROVIDE ASSESSMENT OF REPORT ANY FRAMING MEMBERS THAT NEED REPLACED. FINAL DETERMINATION OF DAMAGED PLYWOOD MEMBER WILL BE MADE BY THE CITY.

AREA A :
103 SF
(EQUIPMENT
FOOTPRINT ONLY)

AREA B : 105 SF
(EQUIPMENT
FOOTPRINT ONLY)

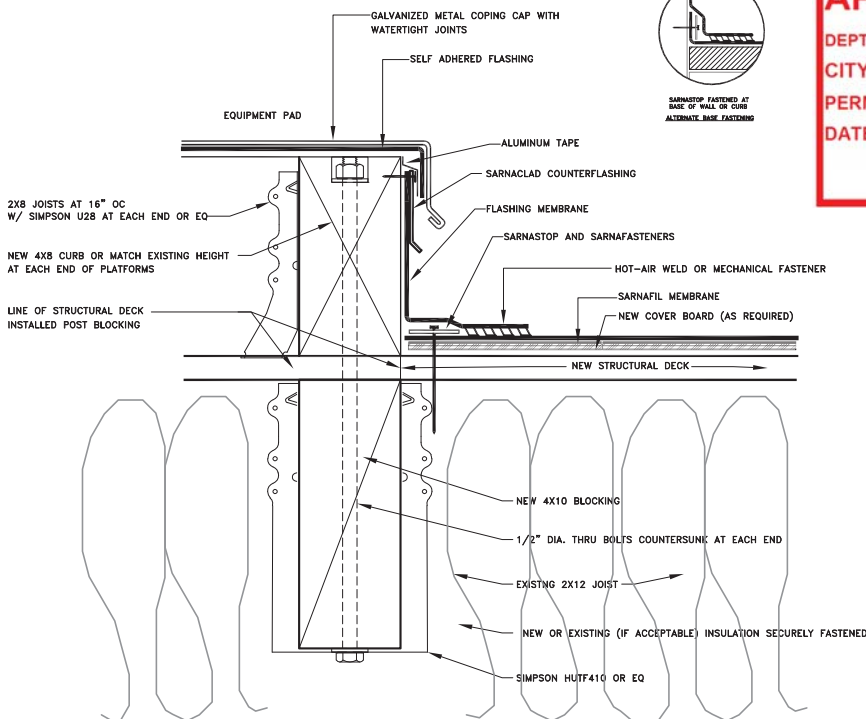
CALCULATIONS:

AREA A: 103 SF X 10 PSF ALLOWABLE = 1,030 LBS
UNIT WEIGHT APPROX 700 LBS < 1,030 = OK

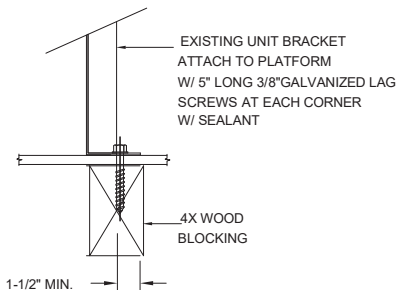
AREA B: 105 SF X 10 PSF ALLOWABLE = 1,050 LBS
UNIT WEIGHT APPROX 700 LBS < 1,050 = OK

ROOF EQUIPMENT PLAN

1/8"=1'-0"



APPROVED
DEPT. OF COMMUNITY DEVELOPMENT
CITY OF MANHATTAN BEACH
PERMIT # ROOF-20-00118
DATE: 7-23-20



EQUIPMENT CONNECTION
TO PLATFORM

PROJECT:
ROOF REPLACEMENT
AT LIVE OAK PARK :
RECREATION CENTER
1901 NORTH VALLEY
MANHATTAN BEACH, CA

Change Order Request



C.O.R. # 20016-0002
G.C. # Field Memo #5
Date: 7/27/2020

Project Name: 20016 / LIVE OAK AND MARINE AVE PARK

Project #: 20016

To: CITY OF MANHATTAN BEACH
Attn:
1400 HIGHLAND AVE

MANHATTAN BEACH, CA 90266

From: Best Contracting Services, Inc.
Michael Wolfe
19027 S. Hamilton Ave.
Gardena, CA 90248-4408

Phone: (310) 802-5000 **Fax:** () -

Phone: (310) 328-6969 **Fax:** (310) 380-6066

We hereby propose to make the following changes:

Disconnect ducting, electrical, T-Sat, condensate line as needed.

- Crane units to new location
- Demo existing sleepers and plywood
- Install new 4x10 under roof framing per drawings IDS Group dated 7/13/2020
- Have framing inspection
- Plywood area and install 4x8 framing per drawing IDS Group dated 7/13/2020
- Once roofing completed, crane units on curb
- Re attach dusting, electrical, T-stat, condensate

Change Order Price \$19,164.75

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 6 days in conjunction with this change.

Michael Wolfe	7/27/2020
_____ Author	_____ Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



C.O.R. # 20016-0002
G.C. # Field Memo #5
Date: 7/27/2020

Project Name: 20016 / LIVE OAK AND MARINE AVE PARK

Project #: 20016

Subcontracts

<u>Company</u>	<u>Description</u>	<u>Total</u>
PRFormance Contractors		\$18,975.00
	Sub Total	<u>\$18,975.00</u>
	Grand Total	\$18,975.00
	Subcontract	\$16,500.00
	Markup Subcontract	\$2,475.00
	Bond	\$189.75
	Total	\$19,164.75

PRFormance Contractors

Lic.# 808513

PRFormance Contractors
Phone # 562 201-3957
Fax # 714 680-3206
Date: July 23, 2020

341 E. Hermosa Dr.
Fullerton Ca.
92835

Proposal To:
Best Roofing
19027 S. Hamilton Ave.
Gardena, Ca
90248

Job address:
1901 N. Valley Dr.
Manhattan Beach
Ca.

Scope of work:

Disconnect ducting, electrical, T-stat, condensate line as needed
Crane units to new location
Demo existing sleepers and plywood
Install new 4 x 10 under roof framing per drawing IDS GROUP dated 7/13/2020
Have Framing inspection
Plywood area and install 4 x 8 framing per drawing IDS GROUP dated 7/13/2020
Once roofing completed, Crane units on curb
Re attach ducting, electrical, T-stat, condensate

PROPOSAL AMOUNT: 16,500.00

PRFormance Contractors

Lic.# 808513

PRFormance Contractors
Phone # 562 201-3957
Fax # 714 680-3206
Date: July 23, 2020

341 E. Hermosa Dr.
Fullerton Ca.
92835

Proposal To:
Best Roofing
19027 S. Hamilton Ave.
Gardena, Ca
90248

Job address:
1901 N. Valley Dr.
Manhattan Beach
Ca.

Scope of work:

Disconnect ducting, electrical, T-stat, condensate line, gas lines as needed for two
5 ton Carrier AC units. 1,000.00

Crane two units to temporary new location 1,600.00

Demo existing sleepers and plywood and haul away 1,000.00

Install new 4 x 10's under roof framing per drawing IDS GROUP dated 7/13/2020
4,000.00

Have Framing inspection

Plywood area and install 4 x 8 framing per drawing IDS GROUP dated 7/13/2020
5,000.00

Once roofing completed, Crane two units on curb 1,600.00

Supply two new galv. sheet metal caps 500.00

Re attach ducting, electrical, T-stat, condensate 1,800.00

PROPOSAL AMOUNT: 16,500.00



**CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT
Engineering Division**

CONTRACT CHANGE ORDER NO. 3

PROJECT NO.: D-934
 DESCRIPTION: Roof Framing Repair in Equipment Well of Recreation Center at Live Oak Park
 TO: Best Contracting Services, Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES		
Description (Detailed Explanation Attached)	Change in Contract Price¹	Change in Work Days
1. Roof Framing Repair in Equipment Well of Recreation Center at Live Oak Park	\$4,065.25	1
Net Change in Contract Price and Work Days	\$4,065.25	1

¹Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT.....\$254,600.00
 CCO1.....\$19,790.85
 CCO2.....\$19,164.75
 CCO3.....\$4,065.25
 TOTAL.....\$297,620.85

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:05/26/2020
 CONTRACT WORKING DAYS:60
 TIME EXTENSION: CCO1 9
 TIME EXTENSION: CCO2 0
 TIME EXTENSION: CCO3 1
 NEW TOTAL WORKING DAYS:70
 LAST DAY OF WORK:.....08/31/2020



CHANGE ORDER DETAIL

Change Order No.: 3

PROJECT NO.: D-934

DESCRIPTION: Roof Framing Repair in Equipment Well of Recreation Center at Live Oak Park

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1:

- A. Reason for Change: Removal of the existing HVAC units and existing plywood sheathing revealed water damage and wood rot to the rim joist and furring strips for the roof joists. City Project Manager required the damaged wood framing to be repaired.
- B. Description of Change:
 - a. Demo existing stucco at rim joists
 - b. Shore ceiling
 - c. Replace 40 LF of furring (rib) strips
 - d. Replace two (2) damaged 2"x12" wood framing rim joists
 - e. Re-lath and stucco and paint to match existing
- C. Change in Contract Cost:
Add \$4,065.25
- D. Change in Completion Date:
Add 1 Working Days

SIGNATURE PAGE TO FOLLOW:

The original Contract Price was \$254,600.00. Contract Change Order No. 1 increased the Contract Price by \$19,790.85. Contract Change Order No. 2 increased the Contract Price by \$19,164.75. Contract Change Order No. 3 increased the Contract Price by \$4,065.25. The new Contract Price will be \$297,620.85, resulting in an increase of approximately 16.90% to the original Contract.

The original Contract Time of 60 Working Days was extended by 9 Working Days per Change Order No. 1, by 0 Working Days per Change Order No. 2, and by 1 Working Day per Change Order No. 3. The last contract Working Day is 08/31/2020.

Ordered:  Date: 10/8/20
Public Works Director

Concurred by:  Date: 10/08/2020
City Engineer

Concurred by: 
Project Manager

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Name:  Date: 9/21/2020
Title: BOB MARS - COO



CHANGE ORDER PROPOSAL FORM

3-6.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

Date August 13, 2020

CCO Proposal No. 3

Contractor Best Contracting Services

Item No. 1

Location Equipment Well @ Live Oak Park
Recreation Center

AMOUNT

General Contractor

- 1. Labor Cost:.....\$ _____
- 2. Material Cost:\$ _____
- 3. Equipment Cost:.....\$ _____
- 4. Special Forces/Services:\$ 4,025.00
- Subtotal Contractor Cost*.....\$ 4,025.00

- 5. Subcontractor/Sub-Subcontractor Name _____
- Labor Cost.....\$ _____
- Material Cost\$ _____
- Equipment Cost.....\$ _____
- Subtotal Subcontractor/Sub-Subcontractor Cost

- 6. Subcontractor/Sub-Subcontractor Name
- Labor Cost.....\$ _____
- Material Cost\$ _____
- Equipment Cost.....\$ _____
- Subtotal Subcontractor/Sub-Subcontractor Cost\$ _____

1%Bond\$ 40.25

TOTAL CONTRACT CHANGE ORDER COSTS.....\$ 4,065.25



CHANGE ORDER PROPOSAL FORM

3-6.2 (f) SPECIAL FORCES/SERVICES COST REPORT

Date August 13, 2020

CCO Proposal No. 3

Contractor or Subcontractor
Best Contracting Services

Item No. 1

Location Equipment Well @ Live Oak Park
Recreation Center

INVOICE NO.	DESCRIPTION	AMOUNT
1.	Demo existing exterior stucco @ rim joist; shore ceiling; replace 40 LF rib strips; replace two (2) damaged 2"x12" wood framing rim joists; re-lath and stucco and paint to match existing conditions	\$3,500.00
		\$
	Subtotal	\$3,500.00
2.		\$
		\$
	Subtotal	\$
3.		\$
		\$
	Subtotal	\$
SUBTOTAL MATERIAL COST		\$3,500.00

NOTE: An itemized list of materials, manufacturers, serial numbers, invoices, and other pertinent data shall be submitted along with the special forces/services cost report.

Overhead/profit 15% \$525.00

Total Special Forces/Services/Overhead/Profit \$4,025.00

Change Order Request



C.O.R. # 20016-0004

G.C. #

Date: 8/12/2020

Project Name: 20016 / LIVE OAK AND MARINE AVE PARK

Project #: 20016

To: CITY OF MANHATTAN BEACH

Attn:

1400 HIGHLAND AVE

MANHATTAN BEACH, CA 90266

Phone: (310) 802-5000 **Fax:** () -

From: Best Contracting Services, Inc.

Michael Wolfe

19027 S. Hamilton Ave.

Gardena, CA 90248-4408

Phone: (310) 328-6969 **Fax:** (310) 380-6066

We hereby propose to make the following changes:

Demo exterior stucco at rim joists, shore ceiling, replace approx. 40LF rib strips, replace (2) damaged 2x12 wood framing rim joist, re lath, stucco and paint to match existing.

Change Order Price

\$4,065.25

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 1 days in conjunction with this change.

Michael Wolfe

8/12/2020

Author

Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



C.O.R. # 20016-0004

G.C. #

Date: 8/12/2020

Project Name: 20016 / LIVE OAK AND MARINE AVE PARK

Project #: 20016

Subcontracts

<u>Company</u>	<u>Description</u>	<u>Total</u>
PRFormance Contractors		\$4,025.00
	Sub Total	<u>\$4,025.00</u>
	Grand Total	\$4,025.00
	Subcontract	\$3,500.00
	Markup Subcontract	\$525.00
	Bond	\$40.25
	Total	\$4,065.25

PRFormance Contractors

Lic.# 808513

PRFormance Contractors
Phone # 562 201-3957
Fax # 714 680-3206
Date: Aug 12, 2020

341 E. Hermosa Dr.
Fullerton Ca.
92835

Proposal To:
Best Roofing
19027 S. Hamilton Ave.
Gardena, Ca
90248

Job address:
1901 N. Valley Dr.
Manhattan Beach
Ca.

Scope of work:
Demo exterior stucco at rim joists
Shore ceiling
Replace approx. 40 L/F rib strips
Replace 2 damaged 2 x 12 wood framing rim joists
Re lath and stucco and paint to match existing

PROPOSAL AMOUNT: 3,500.00

**CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT
Engineering Division**

CONTRACT CHANGE ORDER NO. 4

PROJECT NO.: D-934
 DESCRIPTION: Adjustment in Final Bid Quantities
 TO: Best Contracting Services, Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES		
Description (Detailed Explanation Attached)	Change in Contract Price¹	Change in Work Days
1. Adjustment in Final Bid Quantities	(\$1,436.00)	0
Net Change in Contract Price and Work Days	(\$1,436.00)	0

¹Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT	\$254,600.00
CCO1	\$19,790.85
CCO2	\$19,164.75
CCO3	\$4,065.25
CCO4	(\$1,436.00)
TOTAL	\$296,184.85

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:	05/26/2020
CONTRACT WORKING DAYS:	60
TIME EXTENSION: CCO1	9
TIME EXTENSION: CCO2	0
TIME EXTENSION: CCO3	1
TIME EXTENSION: CCO4	0
NEW TOTAL WORKING DAYS:	70
LAST DAY OF WORK:	08/31/2020

CHANGE ORDER DETAIL

Change Order No.: 4

PROJECT NO.: D-934

DESCRIPTION: Adjustment in Final Bid Quantities

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1: Adjustment in Final Bid Quantities:

A. Reason for Change:

Due to conditions encountered during construction, modifications to the amount of Work were determined to be appropriate, and the changes were addressed by means of adjusting applicable contract quantities, as outlined below.

B. Description of Change:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST ¹
2	Roof Repair	SF	\$8.00	400	280.50	(119.5)	(\$956.00)
3	Finish Carpentry	LF	\$20.00	235	227	(8)	(\$160.00)
12	Finish Carpentry	LF	\$20.00	275	264	(11)	(\$220.00)
22	Rough Carpentry	LF	\$10.00	50	40	(10)	(\$100.00)

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Cost:

Deduct \$1,436.00

D. Change in Completion Date:

No Change.

SIGNATURE PAGE TO FOLLOW:

The original Contract Price was \$254,600.00. Contract Change Order No. 1 increased the Contract Price by \$19,790.85. Contract Change Order No. 2 increased the Contract Price by \$19,164.75. Contract Change Order No. 3 increased the Contract Price by \$4,065.25. Contract Change Order No. 4 decreased the Contract Price by \$1,436.00. The new Contract Price will be \$296,184.85, resulting in an increase of approximately 16.33% to the original Contract.

The original Contract Time of 60 Working Days was extended by 9 Working Days per Change Order No. 1, by 0 Working Days per Change Order No. 2, by 1 Working Day per Change Order No. 3, and by 0 Working Days per Change Order No. 4. The last contract Working Day is 08/31/2020.

Ordered: Erick B. Lee Date: 06/07/2021
Interim Public Works Director

Concurred by: [Signature] Date: 05/25/2021
City Engineer

Concurred by: Mameet A. Stevens, PE
Project Manager

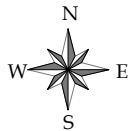
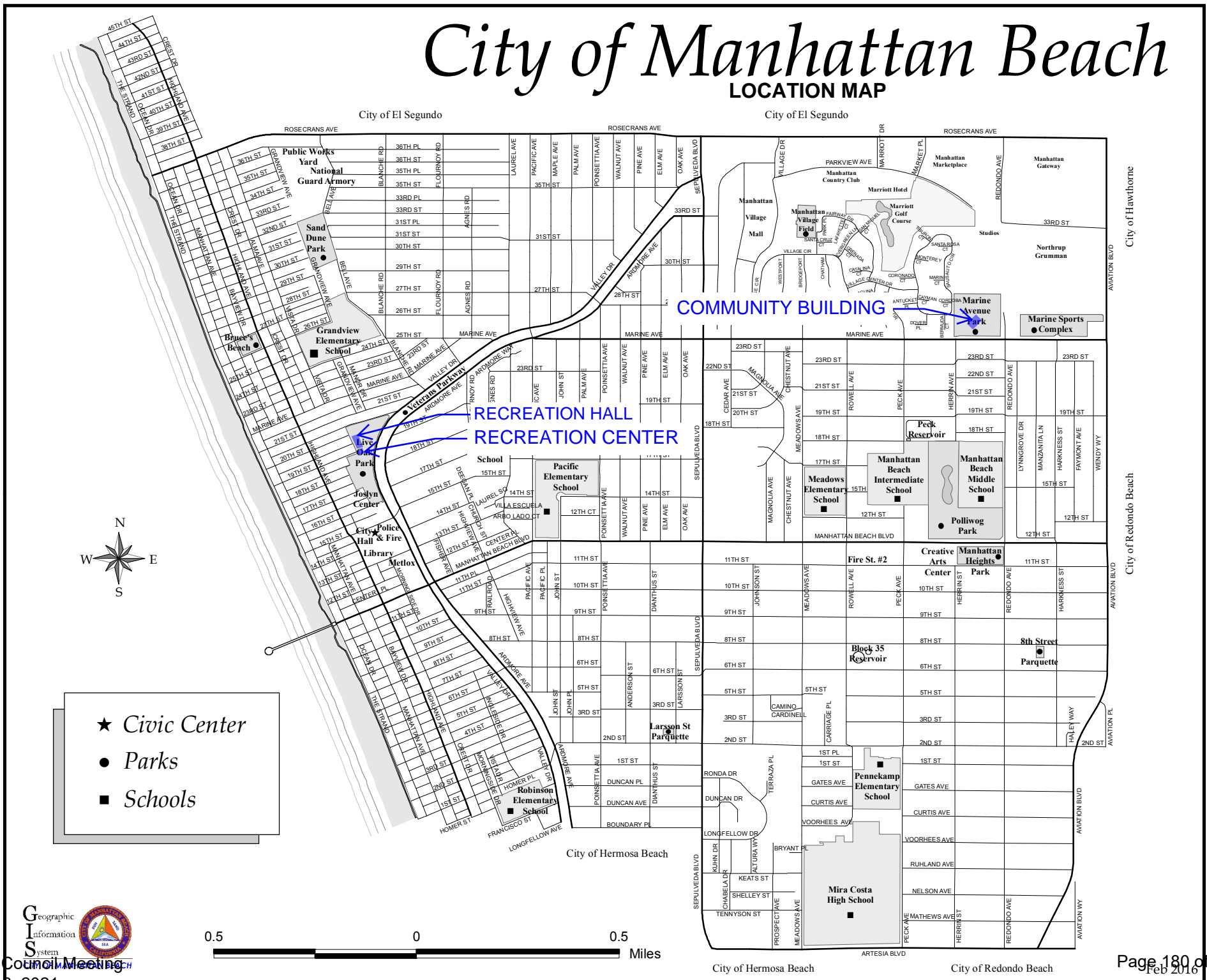
Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

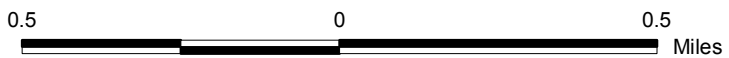
Name: Bob Mars Date: 3/30/2021
Title: BOB MARS - SENIOR OPERATIONS EXECUTIVE

City of Manhattan Beach

LOCATION MAP



- ★ Civic Center
- Parks
- Schools





Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Erick Lee, Public Works Director

Prem Kumar, City Engineer

Lourdes Vargas, Utilities Manager

Mamerto Estepa, Senior Civil Engineer

SUBJECT:

Consideration of a Resolution Approving the Application for \$4,936,566 in Grant Funds for the Urban Flood Protection Grant Program for Manhattan Beach Stormwater Infiltration Project (Public Works Director Lee).

ADOPT RESOLUTION NO. 21-0057

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 21-0057 approving the funding application for the Urban Flood Protection Grant Program administered by the California Natural Resources Agency (CNRA) for the Manhattan Beach Stormwater Infiltration Project and authorizing the Public Works Director to conduct all matters necessary for grant administration of the project.

FISCAL IMPLICATIONS:

There is no cost associated with submitting this grant application to the CNRA. The grant is a competitive reimbursement program that awards funds based on the proposed project's ability to best achieve program goals and meet program requirements. The Manhattan Beach Stormwater Infiltration Project is estimated to cost \$17.6M.

The City is eligible to receive approximately \$4.9M of the Urban Flood Protection Grant Program funds and it requires a 25% funding match from other sources. The City anticipates the rest of the project funding including the 25% funding match to come from the regional Los Angeles County Measure W Safe Clean Water Act competitive grant funds. The South Santa Monica Watershed Area Steering Committee has ranked and recommended funding for the

Manhattan Beach Stormwater Infiltration Project to the Measure W Program Oversight Committee. It is anticipated that the Oversight Committee will then forward its approval recommendation to the Los Angeles County Board of Supervisors to fund the project this fall.

BACKGROUND:

The Manhattan Beach Stormwater Infiltration Project is a regional multi-benefit project that will capture and retain the 85th percentile (“first flush”) stormwater runoff from 62% of the drainage area of the City. This runoff normally outfalls at the beach at the terminus of 28th Street in the northern part of the City. The 28th Street storm drain outfall extends out to the shoreline, is submerged during the tide and is subject to tailwater conditions in the storm drain that can create backflow and localized flooding. The project will divert stormwater from the 28th Street storm drain for subsurface pre-treatment, storage and infiltration. The subsurface storage system will include drywells in the 26th Street Parking Facility (Phase 1) and an infiltration trench on the beach (Phase 2), if needed. The City Council approved Beach Cities Enhanced Watershed Management Program (EWMP) identified the Manhattan Beach Stormwater Infiltration Project as the highest priority capital project to reduce bacterial, trash and debris discharges into South Santa Monica Bay from the storm drain system in alignment with the California Regional Waterboard’s Municipal Separate Storm Sewer System (MS4) Permit mandate.

On April 20, 2020, the City Council awarded a Professional Design Services Agreement to CWE Corporation for \$198,286 to perform the Manhattan Beach Stormwater Infiltration Project Feasibility Study. This Study was necessary to detail out the project parameters as well as establish the fundamentals for pursuing grant funding.

In June 2020, as part of the City Council adoption of the Fiscal Year 2020-2021 CIP Budget, staff reiterated and validated its commitment to seek grant funding for the Manhattan Beach Stormwater Infiltration Project with the submittal of the grant application to the CNRA. CNRA is the designated agency to administer the Proposition 68 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, which is the umbrella for the Urban Flood Protection Grant Program. This grant is geared towards multi-benefit projects in urbanized areas to address flooding. The grant stipulates a rigorous structured step qualification process.

DISCUSSION:

The Urban Flood Protection Grant Program funding will provide partial funding for the Manhattan Beach Stormwater Infiltration Project. This project will address flooding and provide multiple benefits for storm water capture to reduce water runoff and reduce water pollution. On June 9, 2021, the City received feedback from the CNRA that its grant application has now made it to the third and final round of reviews and certain additional documentation is required within 30 days, by July 9, 2021. This includes a City Council Resolution that acknowledges and approves the previously submitted June 2020 funding application (see attached) as well as designating the Public Works Director as the City’s agent to negotiate, execute and submit all documents including, but not limited to, applications, agreements, payment requests, etc. for the completion of the project.

Upon City Council approval of the Resolution and submittal of all required documents to the CNRA by their stipulated deadline of July 9, 2021, the CNRA expects to announce the

successful recipients of the grant sometime in late August 2021.

PUBLIC OUTREACH:

Public outreach efforts were conducted during the fall of 2020 that included residents of Manhattan Beach (advertisement in the Beach Reporter), the Surfrider Foundation, the Bay Foundation, Heal the Bay, Supervisor Hahn’s Office, and the City’s Sustainability Task Force. All entities have been supportive of the project.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed activity for compliance with the California Environmental Quality act (CEQA) and has determined that the grant application submittal 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.

ATTACHMENTS:

1. Resolution No. 21-0057
2. Project Site and Schematic Layout Overview
3. Part 1 & 2 Urban Flood Protection Grant Application

RESOLUTION NO. 21-0057

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE URBAN FLOOD PROTECTION GRANT PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above;

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program and establishing necessary procedures;

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application by the Manhattan Beach City Council before submission of said application to the State; and

WHEREAS, the City of Manhattan Beach (“Applicant” or “City”), if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Council hereby:

- A. Approves the filing of an application for the Manhattan Beach Stormwater Infiltration Project;
- B. Certifies that the City understands the assurances and certification in the application;
- C. Certifies that the City will have sufficient funds to operate and maintain the project consistent with the land tenure requirements or will secure the resources to do so;
- D. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code;
- E. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, and disabled access laws and that prior to commencement of construction all applicable permits will have been obtained; and

F. Certifies that the City will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1.

SECTION 3. The City Council hereby appoints, and delegates the authority to, the City's Public Works Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements and payment requests, which may be necessary for the completion of the Project.

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

ADOPTED on July 6, 2021

AYES:
NOES:
ABSENT:
ABSTAIN:

SUZANNE HADLEY
Mayor

ATTEST:

LIZA TAMURA
City Clerk



Manhattan Beach Stormwater Infiltration Project (site layout)





26th St. Parking Facility (Phase 1 Layout)





Beach Sand Infiltration Facility (Phase 2 if needed)



Print Application

RFP Title: Urban Flood Protection Grant Program - January 2020

Project Title: Manhattan Beach Stormwater Infiltration Project

Estimated Date of Completion: 3/31/2023

Funds Requested(\$): 4,936,566.00

Other Sources of Funds(\$): 1,691,286.00

Total Budget(\$): 6,627,852.00

Applicant Organization: City of Manhattan Beach

County: Los Angeles **City/Town:** Manhattan Beach

Applicant Address: 3621 Bell Avenue , Manhattan Beach , CA - 90266

Project Address: 28th Street and The Strand

Federal Tax ID: 966000742

Senate District: 26

Assembly District: 66

US Congressional District: 33

Project Description:

The Manhattan Beach Stormwater Infiltration Project is a multi-benefit project that will capture and retain stormwater runoff from approximately 62% of the drainage area of the City (approximately 1,500 acres) that normally outfalls at the beach at the terminus of 28th Street in the northern part of the City. The 28th Street storm drain outfall extends out to the shoreline, is submerged during high tide and is subject to tailwater conditions which can create backflow in the system and localized flooding. The project will divert stormwater from the 28th Street storm drain at or near the outfall for subsurface pre-treatment, storage and infiltration into the highly permeable native sandy soils. The project will also restore 3.5 acres of beach dune habitat along this highly impacted sandy beach coastline.

Latitude: 33.894513000 **Longitude:** -118.418391000 **Cordinates Represent:** Location of 28th Street Outfall **Coordinates Determined Using:** Google Earth

Project Director (Applicant's Representative Authorized in Resolution) (Signature required at bottom of this page)

Name: Stephanie - Katsouleas **Title:** Project Director: Authorized Representative


Phone: 310-802-5000 **Email:** skatsouleas@citymb.info

Project Manager - Person with day to day responsibility for project (if different from authorized representative)

Name: Shawn - Igoe **Title:** Project Manager: Day to day contact

Phone: 310-802-5315 **Email:** sigoe@citymb.info

I certify that the information contained in this project application, including required attachments, is complete and accurate

Signed:  **Date:** 6/15/2020

Applicant's Authorized Representative as shown in Resolution

Print Name: Stephanie Katsouleas **Title:** Director of Public Works

Print Application

RFP Title: Urban Flood Protection Grant Program - January 2020

Project Title: Manhattan Beach Stormwater Infiltration Project

Estimated Date of Completion: 03/31/2023

Funds Requested(\$): 4,936,566.00

Other Sources of Funds(\$): 1,691,286.00

Total Budget(\$): 6,627,852.00

Applicant Organization: City of Manhattan Beach

County: Los Angeles **City/Town:** Manhattan Beach

Applicant Address: 3621 Bell Avenue , Manhattan Beach , CA - 90266

Project Address: 28th Street and The Strand

Federal Tax ID: 966000742

Senate District: 26

Assembly District: 66

US Congressional District: 33

Project Description:

The Manhattan Beach Stormwater Infiltration Project is a multi-benefit project that will capture and retain stormwater runoff from 62% of the drainage area of the City (approximately 1,500 acres). This runoff normally outfalls at the beach at the terminus of 28th Street in the northern part of the City. The 28th Street storm drain outfall extends out to the shoreline, is submerged during high tide and is subject to tailwater conditions which can create backflow and localized flooding. The project will divert stormwater from the 28th Street storm drain at or near the outfall for subsurface pre-treatment, storage and infiltration into the highly permeable native sandy soils. The project will also restore 3.5 acres of beach dune habitat along a 0.6-mile reach of sandy beach coastline.

Latitude: 33.894513000 **Longitude:** -118.418391000 **Cordinates Represent:** Location of 28th Street Outfall
Cordinates Determined Using: Google Earth

Project Director (Applicant's Representative Authorized in Resolution) (Signature required at bottom of this page)

Name: Stephanie - Katsouleas **Title:** Project Director: Authorized Representative

Phone: 310-802-5300 **Email:** skatsouleas@citymb.info

Project Manager - Person with day to day responsibility for project (if different from authorized representative)

Name: Shawn - Igoe **Title:** Project Manager: Day to day contact

Phone: 310-802-5315 **Email:** sigoe@citymb.info

I certify that the information contained in this project application, including required attachments, is complete and accurate

Signed: _____ **Date:** _____
Applicant's Authorized Representative as shown in Resolution

Print Name: _____ **Title:** _____

Application Overview

RFP Title: Urban Flood Protection Grant Program - January 2020

Submitting Organization: City of Manhattan Beach

Submitting Organization: Public Works - Utilities Division

Division:

Project Title: Manhattan Beach Stormwater Infiltration Project

Project Description: The Manhattan Beach Stormwater Infiltration Project is a multi-benefit project that will capture and retain stormwater runoff from 62% of the drainage area of the City (approximately 1,500 acres). This runoff normally outfalls at the beach at the terminus of 28th Street in the northern part of the City. The 28th Street storm drain outfall extends out to the shoreline, is submerged during high tide and is subject to tailwater conditions which can create backflow and localized flooding. The project will divert stormwater from the 28th Street storm drain at or near the outfall for subsurface pre-treatment, storage and infiltration into the highly permeable native sandy soils. The project will also restore 3.5 acres of beach dune habitat along a 0.6-mile reach of sandy beach coastline.

APPLICANT DETAILS

Applicant: City of Manhattan Beach

Organization:

Applicant: Public Works - Utilities Division

Organization:

Division:

Applicant Address: 3621 Bell Avenue , Manhattan Beach , CA - 90266

PROJECT LOCATION

Latitude : 33.894513000 **Longitude:** -118.418391000

County: Los Angeles

Estimated Date of Completion: 03/31/2023

Project Address (or nearest cross street): 28th Street and The Strand

Nearest City/Town: Manhattan Beach

Cordinates Represent: Location of 28th Street Outfall

Coordinates: Google Earth

Determined Using:

PROJECT BUDGET

Funds Requested(\$): 4,936,566.00

Other Sources of Funds(\$): 1,691,286.00

Total Budget(\$): 6,627,852.00

Funding Program	Applied
Proposition 68 - Urban Flood Protection Grant Program	Yes

Project Management Role	Title	First Name	Last Name	Phone	Fax	Email
Project Director: Authorized Representative	Public Works Director	Stephanie	Katsouleas	310-802-5300		skatsouleas@citymb.info
Project Manager: Day to day contact	Utilities Division Manager	Shawn	Igoe	310-802-5315		sigoe@citymb.info

Applicant Information	
Name:	City of Manhattan Beach
Division:	Public Works - Utilities Division
Address:	3621 Bell Avenue Manhattan Beach, CA , 90266
Federal Tax ID:	966000742

Person Submitting Information	
Submitter Name:	Shawn Igoe
Submitter Phone:	310-802-5315
Submitter Fax:	
Submitter Email:	sigoe@citymb.info

Legislative Information	Primary	Additional District(s)
Senate District	26	
Assembly District	66	
US Congressional District	33	

Contacts	Name	Phone	Email
City of Manhattan Beach Public Works Department - Utilities Division	Shawn Igoe	310-802-5315	sigoe@citymb.info

Cooperating Entities	Role	Name	Phone	Email
The Bay Foundation	Partner in Dune Restoration Project Component	Karina Johnston	310-216-9824	KJohnston@SantaMonicaBay.org

Pre Submission Attachment Title	Phase	Submission Period	Date & Time
1.1 Project Proposal Form Signature Page	PHASE1	PRE SUBMISSION	6/15/2020 11:23:49 AM
1.3 Cost Estimate	PHASE1	PRE SUBMISSION	6/15/2020 11:24:59 AM
1.4 Community Engagement Summary	PHASE1	PRE SUBMISSION	6/15/2020 11:29:04 AM
1.5 Site Plan	PHASE1	PRE SUBMISSION	6/14/2020 11:50:31 AM
Photo 1of5 - 28th Street Outfall	PHASE1	PRE SUBMISSION	6/14/2020 11:46:52 AM
Photo 2of5 - 26th Street Parking Lot	PHASE1	PRE SUBMISSION	6/14/2020 11:47:23 AM
Photo 3of5 - Bruce's Beach Park	PHASE1	PRE SUBMISSION	6/14/2020 11:47:51 AM
Photo 4of5 - Bruce's Beach Park	PHASE1	PRE SUBMISSION	6/14/2020 11:48:14 AM
Photo 5of5 - Dunes at 28th Street	PHASE1	PRE SUBMISSION	6/14/2020 11:48:52 AM

[Download all Pre Submission Attachments](#) 

Post Submission Attachment Title	Phase	Date & Time Attached
No Post Submission Attachments Available to Display		

Post Award Attachment Title	Phase	Date & Time Attached
No Post Award Attachments Available to Display		

Questionnaire - Phase1

STEP 1: PROJECT PROPOSAL

Please go to <http://resources.ca.gov/grants/ufp/> to access the program guidelines and find the templates to upload on the Attachments tab.

PROJECT SUMMARY

Describe the discrete project including expected project deliverables and current site conditions.

Answer: The Manhattan Beach Stormwater Infiltration Project is a multi-benefit project that will capture and retain stormwater runoff from 62% of the drainage area of the City (approximately 1,500 acres as shown on page 2 of the attached Site Plan). This runoff normally outfalls at the beach at the terminus of 28th Street in the northern part of the City. As seen in the attached Photo 1, the 28th Street storm drain outfall extends out to the shoreline, is submerged during high tide and is subject to tailwater conditions which can create backflow and localized flooding. The project will divert stormwater from the 28th Street storm drain at or near the outfall for subsurface pre-treatment, storage and infiltration into the highly permeable native sandy soils. The project will also restore 3.5 acres of beach dune habitat along this 0.6-mile reach of sandy beach coastline.

The project concept developed for the Beach Cities Watershed Management Group's Enhanced Watershed Management Program (EWMP) sites the subsurface infiltration system along the length of public beach extending north and south from the 28th Street Storm Drain outfall (see Site Plan, p. 4). Preliminary conceptual modeling for this project includes a diversion structure with a capacity between 128-160 cubic feet per second (cfs). In this project concept, runoff enters the forebay from the 28th Street Storm Drain where it is pre-treated by a full capture trash device to remove gross solids. Runoff exits the forebay into a series of sixteen parallel

perforated pipes extending laterally from both sides of the forebay. The perforated pipes are sandwiched by a tightly woven geo-textile and a geo-grid lain amongst a bed and fill of gravel to enhance storage prior to infiltration into native soils. The storage capacity of the forebay and infiltration system is estimated between 3.68-4.6-acre feet. Preliminary conceptual modeling for this project estimates an infiltration rate of 13 inches per hour through the sandy beach soils in all three locations, allowing an estimated total capture volume up to 570-acre feet during the 90th percentile rain year.

Due to potential site constraints along the beach such as high groundwater levels and anticipated sea level rise which could limit the infiltration capacity of the project, the City is also considering two additional publicly-owned sites near the outfall of the 28th Street Storm Drain system at higher elevation than the beach that could provide additional offline storage and/or infiltration capacity to supplement the beach location if needed. These sites include a three-acre public park (Bruce's Beach Park) and the adjacent 26th Street Parking Lot (see Site Plan, p. 3). As shown in the attached Photos 3 and 4, Bruce's Beach Park is situated on a sloping terraced grassy hillside between 26th and 27th Streets to the north and south, and Highland Ave. and Ocean Drive to the east and west. A small basketball half-court is located in the center of the park and numerous shade trees and park benches are located near the top of the park. There is a dog-on-leash area just west of the basketball courts. The park is surrounded by public sidewalks and there are Beach Cities Transit and City of LA DOT Commuter Express stops at the southeast corner of the park. In addition, the second alternative project location, the 26th Street Parking Lot, is a public lot with approximately 68 stalls and five-hour metered parking available twelve hours per day. As shown in the attached Photo 2, this parking lot includes upper and lower decks paved with impervious asphalt and there are mature trees peppered throughout the lot. A feasibility study is underway to determine the optimal location or combination of locations for this project. The recommended design alternative is expected to be determined by July 2020 and will therefore be determined prior to the Site Visit should this project be selected to move forward for funding.

PROJECT QUESTIONS

Applicants must answer the following questions, as applicable. If a question does not apply to the project, indicate "Not Applicable" with a brief explanation. Do not leave blank fields.

Eligibility, Statutory Requirements and Project Need

- 1 Explain how the project addresses flooding in an urbanized area and will protect persons and property from flood damage. Include information on current conditions and a brief history of flooding on the project site.**

Answer: The City of Manhattan (City) is located in the southwestern coastal area of Los Angeles County, part of "the highly urbanized South Bay region" as described in the City's General Plan. The City is bordered by the cities of El Segundo to the north, Hawthorne and Redondo Beach to the east, and Hermosa Beach to the south. The population of the City is approximately 35,000 based on 2010 US Census Bureau data, with approximately 16,000 households and population density of 8,914.7 people per square mile. It is a beach community fronting Santa Monica Bay with 2.1 miles of low-lying beachfront less than 100 feet in elevation prone to coastal flooding due to tidal events, storm surges and precipitation events. Historically, flooding in the City has been the result of heavy rainstorms with specific damage occurring along coastal areas and low-lying areas; engineering records indicate that localized flooding of consequence has roughly every 20 years. The City's pier was destroyed by storms in 1913, 1940 and 1980.

The Manhattan Beach Coastal Resiliency and Climate Change Adaptation Project is currently underway through a grant from the California Coastal Commission to plan for climate change in the Coastal Zone, particularly for sea level rise, extreme high tides, flooding, storm events and coastal erosion. The City is using the USGS CoSMoS 3.0 model to analyze potential impacts from sea level rise on coastal resources and the confluence of impacts from precipitation and storm events on stormwater infrastructure. Initial work under this study assessed the combined projected flooding from sea level rise with the 100-year (1% chance return period) coastal wave event and identified the 28th Street outfall as vulnerable to coastal flooding and erosion under current sea level conditions. With sea level rise projections of 2.46 feet by 2060, assuming a medium-high risk aversion and a RCP 8.5 emissions pathway per the OPC Sea Level Rise Guidance recommended by the Coastal Commission, the vulnerabilities of the 28th Street outfall and storm drain system are expected to increase. Diversion and offline storage of stormwater from the 28th Street Storm Drain system will help alleviate these impacts at the outfall and help to alleviate upstream flooding due to backflow into the system. Infiltration of diverted freshwater

(urban runoff) into shallow coastal groundwater will help prevent saline groundwater intrusion associated with sea level rise thereby protecting subsurface infrastructure such as stormwater and sewer pipes from corrosion.

In the upper portion of the tributary area to the project there is a stormwater detention basin at Polliwog Park located in a sump area that captures stormwater runoff from a 488-acre tributary area in the upper portion of the 28th Street storm drain system. The Manhattan Beach Pump Station owned and operated by Los Angeles County Flood Control District (LACFCD) releases the detained stormwater once the storm event has subsided and the capacity of the pump and the downstream system are restored. Extreme weather events have overwhelmed this detention system resulting in localized flooding of Polliwog Park and the surrounding ball fields and playgrounds during the 2004-05, 2017-18 and 2019-20 storm years. The Manhattan Beach Pump Station Hydrology and Hydraulics Analysis (April 2019) conducted for LACFCD analyzed the existing hydraulic condition of Polliwog Park and showed that it experiences flooding during the 10-, 25-, and 50-year storm events. During the 50-year, 4-day storm event a full five days is required to pump down the detention basin. Increasing the capacity of the lower portion of the 28th Street Storm Drain system by creating offline storage and infiltration via highly permeable soils at the outfall may facilitate more rapid release of detained stormwater from the Polliwog Park detention basin and alleviate the duration of flooding of the ball fields and playground areas.

2 How does the project provide flood mitigation in accordance with applicable design storm requirements (local, state or federal standards)?

Answer: During the 85th percentile, 24-hour design storm event, this project is estimated to capture and retain approximately 11-acre feet. As described in Question 1, the diversion of stormwater from the 28th Street Storm Drain system and the offline storage and infiltration of approximately 11-acre feet of stormwater will help alleviate coastal flooding impacts to the 28th Street Storm Drain system infrastructure, particularly at the outfall, by increasing the hydraulic capacity of the system during a storm event and alleviating upstream flooding due to backflow in the system. The conceptual design for this project is based on the 90th percentile critical rain year for attainment of water quality effluent limitations (design rain year) which will result in approximately 570-acre feet of stormwater capture and infiltration during the design rain year. Preliminary conceptual design parameters for the project were derived from SBPAT, a regional hydraulic model using historical storm event data. As discussed in the Beach Cities EWMP and Reasonable Assurance Analysis, flow volume, pollutant concentration, and pollutant load reduction results were generated from the quantification analysis component of the SBPAT model which: calculates and tracks inflows to projects, treated discharge, bypassed flows, evaporation, and infiltration at each 10 minute time step; distinguishes between individual runoff events by defining six-hour minimum inter-event time in the rainfall record, yet tracks inter-event antecedent conditions; tracks volume through the project and summarizes and records these metrics by storm event; and produces a table of each project's hydrologic performance.

3 How will the project be implemented with Low Impact Development (LID) techniques? If not, describe why LID is not feasible.

Answer: This project will utilize LID techniques to reduce the volume of dry weather and stormwater runoff discharging through the outfall of the 28th Street Storm Drain system into the Santa Monica Bay. It will also utilize the natural assimilative capacity of the native beach sand and natural biofilms that form within the vadose zone below the infiltration trench to filter and biodegrade pollutants in the runoff as it infiltrates. Pretreatment systems will remove trash, debris, oil and grease and sediment prior to the natural infiltration process. Additionally, the City has partnered with The Bay Foundation and the Los Angeles County Department of Beaches and Harbors to restore approximately 3.5 acres of coastal dune habitat along the highly impacted beach in this area (see attached Photo 5 and page 5 of the attached Site Plan which shows the Beach Dune Restoration project site plan). This dune restoration component will include the area of beach from 36th Street to 23rd Street, which equates to approximately 0.6 miles of coastline. The restoration project will involve the removal of non-native ice plant vegetation, seeding/planting of native vegetation, strategic installation of temporary sand fencing as vegetation establishes, installation of symbolic fencing on existing pathways, and installation of educational features like interpretive signage. This dune habitat restoration will result in increasing habitat for endangered shorebirds, accretion of sediment and preventing coastal erosion.

4 Describe any innovative techniques to reduce flooding to be implemented in the project.

Answer: This project will build upon the nature-based approach piloted by the award-winning Hermosa Beach Infiltration

Trench for dry weather and low storm flows. This project will scale up the Hermosa Beach approach by capturing and infiltrating runoff from a much larger drainage area and from more significant storms with higher rainfall. The project will take advantage of the native sandy soils at the outfall of the 28th Street storm drain system and construct approximately 3.68-4.6 acre-feet of offline storage to maximize the volume of stormwater that can be diverted from the storm drain system thus alleviating potential backflow into the system during storms and coastal flooding events. The reestablishment of historical coastal dune habitat will create a resilient, living shoreline to buffer coastal infrastructure from climate change, coastal storms, and sea level rise. In addition, the City plans to utilize the Envision framework developed by the Institute for Sustainable Infrastructure [SustainableInfrastructure.org] to identify sustainable approaches that can be utilized in the planning, design, construction and operation of the project.

5 How will the effectiveness of the project be monitored and assessed?

Answer: A detailed Monitoring Plan and Quality Assurance Project Plan will be developed for the project once the preferred design alternative is chosen following the preliminary design (30%) is complete. Continuous monitoring of flows diverted/captured by the system will be recorded electronically. Five-minute precipitation data recorded at the nearby Los Angeles County Department of Public Works (LACDPW) precipitation gauge Redondo Beach Yard (ID 372) will be used to document storm duration and intensity and calculate runoff volume/inflow to the project which will then be compared to the measured outflow over the same period of time to obtain the capture volume of the project for each storm event. The effectiveness of the project in eliminating discharge at the outfall to Santa Monica Bay from smaller storms will also be evaluated consistent with the EWMP reasonable assurance analysis strategy for meeting the Santa Monica Bay Bacteria TMDL objectives.

Water quality benefits will be assessed through monitoring data collected via the Beach Cities Coordinated Integrated Monitoring Program which conducts paired outfall and receiving water quality data during three wet weather events per year from the 28th Street Storm Drain outfall. To the extent that flows are diverted from the receiving water and into the infiltration system, 100% removal of pollutants in the diverted flow is accomplished; thus, water quality monitoring of pollutant concentrations in the diverted flows along with volume diverted will provide data needed to assess pollutant removal. In addition, the long-term water quality benefits of the project will be measured through ongoing bacterial shoreline monitoring which is conducted five (5) days per week in the wave wash directly in line with the 28th Street Storm Drain outfall. This data will be analyzed over time to assess whether a reduction in exceedances of bacterial water quality objectives can be correlated with the project startup. A Project Monitoring Report will be prepared based on the first year of flow and water quality monitoring data following startup of the project system.

6 Describe the multiple benefits offered by the project (e.g., economic, environmental, social, improved physical and mental health, etc.).

Answer: The Manhattan Beach Stormwater Infiltration project is a true multi-benefit project. In addition to the flood protection benefits described in Questions 1 and 2, this project will address well documented water quality issues in Santa Monica Bay. There are multiple Total Maximum Daily Loads (TMDLs) in place for the Santa Monica Bay (SMB) for bacteria, marine debris (trash), and DDT and PCBs. Recently, mercury and arsenic were added to the State's 303(d) list of pollutants causing water quality impairment in SMB. Monitoring conducted 5 days per week in the wave wash directly in line with the 28th Street Storm Drain outfall shows persistent exceedances of the wet weather receiving water limitations based on recreational water quality objectives for fecal indicator bacteria and this beach consistently receives an "F" grade on Heal the Bay's Beach Report card during wet weather. The design goal of the project is to intercept and infiltrate all dry weather and wet weather runoff up to approximately 570 acre-feet during the 90th percentile critical rain year from the highly urbanized tributary area. This will eliminate 100% of all impairing pollutants in the diverted/infiltrated volume and is anticipated to achieve a 36% reduction in indicator bacteria pollutant loading to the Santa Monica Bay during the critical year when compared to the existing conditions modeled in the Beach Cities EWMP. Since fecal indicator bacteria water quality exceedances are predictors of risk to human health, this improved recreational water quality will reduce the incidence of illness in beach goers and recreational ocean users, particularly surfers who are more likely to recreate during wet weather.

Although the system design is focused on meeting the required reduction of indicator bacteria to protect beneficial uses for human recreation, the system will also capture and prevent the discharge of all 303-listed

pollutants for Santa Monica Bay in the diverted flows thereby protecting all beneficial uses of Santa Monica Bay, including: commercial and sport fishing; marine habitat; shellfish harvesting; and spawning, reproduction and/or early development of fish. Additionally, the diversion system will be equipped with trash capture devices to remove land-based litter from the diverted flow. Sediment and associated sediment-born pollutants such as DDT and PCBs will also be removed in the pretreatment system prior to infiltration.

The project will also result in improved resiliency to climate change. The infiltration of fresh stormwater runoff will help prevent intrusion of shallow saline groundwater associated with sea level rise and protect subsurface infrastructure from the effects of rising sea level by helping to maintain the freshwater/seawater barrier and prevent the landward intrusion of seawater and resultant corrosion of infrastructure. The offline storage and infiltration of storm flows will alleviate backflow and upland flooding in the system. To the extent feasible, the selected design will aim to convey stormwater through the infiltration system by gravity flow to minimize energy needed to pump the water, thus avoiding new greenhouse gas emissions associated with pumping.

The dune habitat restoration will result in an increase in critical habitat for rare coastal strand vegetation and wildlife and restore critical ecosystem functions such as the accretion of sediment which will help protect against coastal erosion and provide a buffer against extreme tidal events, coastal storms and sea level rise. The dune habitat will provide additional passive recreational opportunities such as bird watching and the chance for beachgoers to interact with local natural habitats that are currently absent along many of the groomed beaches of the Santa Monica Bay. The site will provide educational opportunities to learn about beach ecology and healthy beach management practices.

7 If the project is serving either a disadvantaged or a severely disadvantaged community, specify which type of community and the tool used to make the determination.

Answer: While this project is not directly serving a disadvantaged or severely disadvantaged community, Manhattan Beach's coast is a primary destination for visitors throughout Los Angeles County. The protection of the City's coastline and essential infrastructure will help maintain a resilient shoreline that will continue to provide educational and recreational opportunities for these communities. The Manhattan Beach Pier is a fishing pier so subsistence fishers from the South Santa Monica Bay area may frequent the pier (note that in California a fishing license is not required to fish from a pier). Currently health advisories for South Santa Monica Bay recommend against eating any amount of barred sand bass, topsmelt, or white croaker; and that children and women of childbearing years should also avoid black croaker and Pacific barracuda. Since these advisories result from the impairments of Santa Monica Bay for DDT, PCBs, arsenic and mercury, reducing loading of these pollutants to the bay will increase the number of species that can be safely caught and utilized by subsistence fishers as well as sport fishers.

8 If the project is serving a disadvantaged or severely disadvantaged community, explain how the project is serving the community and list the direct benefits provided. (See definition of Serving a Disadvantaged or Severely Disadvantaged Community in Appendix P of the Guidelines.)

Answer: Please see response above – this project is not directly serving a DAC or SDAC.

9 If the project is not serving a disadvantaged or severely disadvantaged community, describe how the 25 percent match requirement will be met (private, federal, state, or local funding; in-kind services; etc.).

Answer: As shown in the attached Cost Estimate spreadsheet, sources of funding for the City's match include cash from its General Fund as well as in-kind contribution from the City's General Fund. The dune restoration component of the project will be funded separately through an agreement between the City and The Bay Foundation. The Bay Foundation has received a \$298,000 grant from the California Coastal Conservancy and has in-kind commitments from the City and other project partners, as well as in-kind volunteer support, to fund the dune restoration components.

Los Angeles County's Safe Clean Water Program provides local, dedicated funding to increase local water supply, improve water quality and protect public health in Los Angeles County through a special parcel tax of 2.5 cents per square foot of impermeable surface area on private property: <https://safecleanwaterla.org/about/>. It is forecast that the City will receive up to \$410,000 per year for its municipal stormwater program from the Safe Clean Water Program. Once this funding becomes available in late summer 2020, the City may use a portion of its municipal Safe Clean Water Program funds to offset the General Fund portion of its match for this project.

10 If the project is subject to the Stormwater Resource Planning Act, provide the name of the Storm Water Resource Plan (SWRP) or functionally equivalent plan that incorporates the project.

Answer: The Beach Cities Enhanced Watershed Management Program (Beach Cities EWMP) was approved as a functionally equivalent Storm Water Resource Plan and incorporated into the Los Angeles County Integrated Regional Water Management Plan (LA IRWMP). This project has also been accepted into the LA IRWMP and is part of the Stormwater Resources Plan approved by the State Water Resources Control Board via the Beach Cities EWMP.

Manhattan Beach, along with adjacent municipal partners, implements the Beach Cities Enhanced Watershed Management Program (EWMP) in order to address water quality impairments consistent with the Los Angeles MS4 Permit issued by the Los Angeles Regional Water Quality Control Board (LARWQCB). There are multiple Total Maximum Daily Loads (TMDLs) in place for the Santa Monica Bay (SMB): SMB Beaches Bacteria TMDL (dry and wet weather), nearshore and offshore SMB Debris (Trash) TMDL, and the SMB DDT and PCB TMDLs. Recently, mercury and arsenic were added to the list of pollutants causing impairment of water quality in the Santa Monica Bay (included on California's 303(d) list). This project is the City's highest priority capital project identified in the EWMP for addressing the fecal indicator bacteria impairments established to protect and restore year-round recreational beach water quality as well as trash impairments associated with MS4 discharges.

11 If the project is subject to the Stormwater Resource Planning Act but is not included in a SWRP or functionally equivalent plan, explain why. Describe steps taken to incorporate the project into a new or existing SWRP or functionally equivalent plan and the anticipated timeline for plan completion or project incorporation.

Answer: Not Applicable – As described in the response to Question 10, this project is already included in an approved, functionally equivalent SWRP.

12 If applicable, how will the project impact communities upstream or downstream from the project site?

Answer: This project is located at the furthest downstream point of the 28th Street Storm Drain System, thus there are no communities downstream that will be impacted by the project. The project will impact communities upstream of the project site by providing increased hydraulic capacity to the storm drain system during a coastal flooding event thus reducing the incidence of backflow into the system and upland flooding. The offline storage and infiltration capacity of the system post-storm may also allow the upper portion of the 28th Street Storm Drain system to discharge stormwater detained at Polliwog Park more quickly, thus reducing the duration of flooding in this part of the City. The infiltration of freshwater (stormwater) into the subsurface soils at the coast will help prevent shallow seawater intrusion and will thus protect essential community infrastructure such as coastal zone storm drain and sanitary sewer pipes, water supply pipes, natural gas mains, underground telecommunication lines and underground electrical lines from corrosion. The infiltration of stormwater during the 85th percentile, 24-hour storm event will result in the capture of approximately 11 acre-feet of stormwater with 100% pollutant load removal from the captured stormwater, thus improving downstream marine water quality. The project is expected to achieve a 36% reduction in indicator bacteria pollutant loading to the Santa Monica Bay (as compared to the baseline load modeled in the Beach Cities EWMP for the 90th percentile critical rain year), which will protect recreational water quality and public health as well as support the myriad additional beneficial uses designated for the Santa Monica Bay such as commercial and sport fishing, marine habitat, shellfish harvesting and potential beneficial use for spawning, reproduction and/or early development of fish. The project will also eliminate land-based litter from reaching the beach and the Santa Monica Bay which will result in an improved beachgoing experience for residents and visitors as well as protect marine life. The dune habitat restoration will improve coastal dune habitat ecosystem services, such as providing habitat for endangered shorebirds, facilitating the accretion of beach sediment and prevention coastal erosion, and increasing carbon sequestration.

The surrounding community will be impacted by construction of the project; however, the City plans to address construction impact concerns with community stakeholders during the design phase of the project and plans to utilize the Envision framework developed by the Institute for Sustainable Infrastructure to minimize construction impacts to the extent feasible. Once the project is constructed there should be no or less than significant impacts to the community from the operation of the project because the system will be located underground, there will be no visual obstructions to the community and the surface conditions will be restored and enhanced.

13 Explain how the project addresses the State's critical need to address flooding and how it is consistent with the

California Water Action Plan.

Answer: The California Water Action Plan (Update 2018) "recommends significant additional investment in infrastructure and ecosystem improvements to overcome challenges to sustainability" and recommends improved integrated water management, strengthened resiliency and operational flexibility and restored ecosystem functions among other goals. This project is an opportunity to provide flood risk reduction and surface water storage per Update 2018's Recommended Action 2.1 as it will divert, store and infiltrate approximately 570 acre-feet of stormwater from the 28th Street Storm Drain system during the 90th percentile rain year to alleviate impacts on the storm drain system's infrastructure, particularly at the outfall which has been identified as being vulnerable to flooding and coastal erosion under current sea level conditions. By providing offline storage and infiltration of stormwater, the project will increase the hydraulic capacity of the system during a storm event and alleviate upland flooding due to backflow in the system from coastal flooding events. It may also help to relieve the duration of flooding at the Polliwog Park detention system, which experiences flooding during large storm events and delayed drawdown of detained stormwater, by providing capacity for more rapid drawdown of the detained water into the lower portion of the 28th Street Storm Drain system. Additionally, infiltration of freshwater (urban runoff) will help prevent shallow saline groundwater intrusion associated with sea level rise and will further protect subsurface infrastructure such as stormwater and sewer pipes from corrosion, which fits into the Update 2018 Action 2.1 goal of assisting local agencies with long term solutions for infrastructure management.

The Manhattan Beach Stormwater Infiltration Project is also consistent with the Update 2018's Recommended Action 3.2 of facilitating multi-benefit water management projects. In addition to the flood protection benefits, this project is the City's highest priority project for addressing water quality impairments in the Santa Monica Bay, specifically for meeting dry and wet weather fecal indicator bacteria total maximum daily loads (TMDLs) established to protect and restore year-round recreational beach water quality. This outcome will improve public health as fecal indicator bacteria water quality exceedances are predictors of risk to human health. The project will also address SMB TMDLs for trash/debris and sediment-borne DDT and PCBs from 62% of the City's area. Furthermore, the project will result in the creation of local habitat and restoration of critical ecosystem functions through approximately 3.5-acres of coastal dune restoration. This component of the project is consistent with the Update 2018 Goal 3 – Restore Critical Ecosystem Functions as it will result in increasing habitat for endangered shorebirds, accretion of sediment and prevention of coastal erosion which will in turn provide a more resilient, living shoreline to buffer coastal infrastructure from climate change, coastal storm surges, and sea level rise.

14 For development projects, how will the project provide workforce education and training, contractor, and job opportunities for disadvantaged communities? If not applicable or practicable, explain why.

Answer: The dune restoration portion of the project led by The Bay Foundation will utilize the Los Angeles Conservation Corps to assist with restoration activities. The City will also initiate the California Conservation Corps consultation process once the preferred project alternative has been selected so that any additional work that might be suitable for Corps members can be identified. The City is committed to submitting the consultation forms to both the California Conservation Corps and the California Association of Local Conservation Corps to determine how Corps services might be used for other aspects of the project to further support workforce education and training, contractor and job opportunities for disadvantaged communities.

15 For development projects, describe how the following is included in the project design. If not feasible, explain why:

- a. Efficient use and conservation of water supplies.**
- b. Use of recycled water.**
- c. Storm water capture to reduce storm water runoff, reduce water pollution and/or recharge groundwater supplies.**
- d. Provision of safe and reliable drinking water supplies to park and open-space visitors.**

Answer: The City plans to utilize the Envision Framework developed by the Institute for Sustainable Infrastructure for this project. The Envision Framework entails 64 sustainability and resilience credits that include reducing operational and construction water consumption, enhancing public space and amenities, managing stormwater and protecting surface and ground water quality among many others. The City plans to use the Envision framework during the planning, design, construction and operation and maintenance to guide the project to a more sustainable outcome. The categories below will be specifically included in the following ways:

- a. Efficient use and conservation of water supplies.

While the operation of the project will not require a water supply and will not result in water usage, the project team will identify ways to reduce water consumption during construction by considering strategies such as dry dust control, use of water efficient fixtures in construction trailers, use of recycled or harvested rainwater for equipment and vehicle wash stations, and other strategies to be determined during the initial construction management meetings.

b. Use of recycled water.

This project may offset recycled water needs for injection of freshwater into seawater barrier wells to prevent seawater intrusion as it will capture and infiltrate approximate 570 acre-feet of freshwater (stormwater) at the coast during the 90th percentile rain year. In addition, the use of recycled water will be considered for irrigation purposes to establish native dune plantings and for irrigation at the Bruce's Beach Park and parking lot locations should they be selected.

c. Storm water capture to reduce storm water runoff, reduce water pollution and/or recharge groundwater supplies.

This project will reduce the volume of dry weather and stormwater runoff discharging through the outfall of the 28th Street Storm Drain system into the Santa Monica Bay by capturing, diverting and infiltrating approximately 570 acre-feet of stormwater during the 90th percentile rain year. The project will take advantage of the natural infiltrative and assimilative capacity of the native beach sand to maximize the volume of stormwater captured. In addition, the project will utilize the natural abilities of the native beach sand to filter and biodegrade pollutants in the runoff as it infiltrates, thus reducing pollutant loading to the Santa Monica Bay.

d. Provision of safe and reliable drinking water supplies to park and open-space visitors.

The infiltration of freshwater (urban runoff) will help prevent shallow saline groundwater intrusion associated with sea level rise and will protect subsurface infrastructure such as water supply pipes, sanitary sewer pipes, natural gas mains, underground telecommunication lines and underground electrical lines from corrosion, thus maintaining the City's ability to continue to provide safe and reliable drinking water and other services to its coastal areas.

16 What will happen to the project if grant funding is not awarded (e.g., loss of matching funds, impacts on overall project vision, project momentum, timing difficulties, etc.)?

Answer: The City does not currently have the funds to implement the project without the assistance of an outside source of funding. Accordingly, if Urban Flood Protection grant funds are not awarded, the implementation of the project will be delayed until such time as an alternate outside funding source becomes available. The City will continue to pursue other grant funding sources as they become available.

Additionally, the City plans to request funding through the Los Angeles County Safe Clean Water Regional Infrastructure Program, however if the Urban Flood Protection funds are not awarded it will delay the project because Regional Infrastructure Funding is programmed on a five-year schedule and project implementation funding must be staggered. The multi-step process of applying for Regional Infrastructure funding under the Safe Clean Water Program includes: 1) submittal of the project feasibility study (equivalent to Preliminary Design) to a scoring committee who vets and assigns an official score to the project, 2) followed by submittal to the appropriate Watershed Area Steering Committee who would then review and determine whether to approve the project for inclusion in its five-year budget, 3) a final review by the Regional Oversight Committee, and 4) final approval by the Los Angeles County Board of Supervisors. Under this process the earliest this project could be awarded funded would be for fiscal year 2021-22, but it is more likely funding would be allocated for FY2022-23 or later.

Statutory and Program Priorities

17 For development projects, what is the status of applicant's consultation with the California Conservation Corps or a certified community conservation corps about the project?

Answer: The Bay Foundation has already subcontracted with the Los Angeles Conservation Corps to implement the dune restoration components of the project. The City will initiate the California Conservation Corps consultation process once the preferred project alternative has been selected so that any work that is suitable for Corps members can be identified.

18 For development projects, describe any water efficiencies, storm water capture for infiltration or reuse, or carbon sequestration and greenhouse gas emissions reduction features included in the project design. If not feasible, explain why.

Answer: This project will capture and infiltrate up to 570 acre-feet of stormwater runoff during the 90th percentile rain year from the 28th Street storm drain system with tributary area of 1,500 acres of the City. The captured runoff will be diverted from the storm drain near the outfall of the 28th Street Storm Drain system and be directed into a subsurface infiltration system. The project will provide offline storage at the outfall to maximize the stormwater capture volume. The dune restoration component of the project will include plantings of native plant species which will require no supplemental water for ongoing maintenance once established. If the Bruce's Beach and/or parking lot sites are chosen for the project, newly planted trees and landscaping will also provide carbon sequestration and be drought tolerant. There will be no net increase in potable water use associated with the project. To the extent feasible, the selected design will aim to convey stormwater through the infiltration system by gravity flow to minimize energy needed to pump the water, thus avoiding new greenhouse gas emissions associated with pumping. If the parking lot site is chosen, energy-efficient lighting will be installed in place of existing lighting, and the feasibility of installing solar panels and EV charging stations will also be considered.

19 How does the project leverage private, federal, or local funding?

Answer: As shown in the attached Cost Estimate, the City plans to use its General Fund to fund this project. In addition, The Bay Foundation has received a \$298,000 grant from the California Coastal Conservancy and has in-kind commitments from the City and other project partners, as well as in-kind volunteer support, to fund the dune restoration components.

Los Angeles County's Safe Clean Water Program provides local, dedicated funding to increase local water supply, improve water quality and protect public health in Los Angeles County through a special parcel tax of 2.5 cents per square foot of impermeable surface area on private property: <https://safecleanwaterla.org/about/>. It is forecast that the City will receive up to \$410,000 per year for its municipal stormwater program from the Safe Clean Water Program. Once this funding becomes available in late summer 2020, the City may use a portion of its municipal Safe Clean Water Program funds to offset the General Fund portion of its match for this project.

20 If the project will result in displacement (e.g., unsheltered individuals, neighborhood gentrification, etc.), what solutions are included in the project design?

Answer: NA – this project will not result in displacement of unsheltered individuals or neighborhood gentrification.

21 If the project is to be publicly accessible, what features in the design are intended to maximize safe and equitable access to the project?

Answer: Once constructed, the project will be almost entirely located underground such that public access to the above ground site chosen for the project (i.e., beach, park, parking lot) will remain unchanged. The three sites being considered for the project are all publicly owned sites with equitable access for all. The potential beach site is accessible through a public parking lot that runs from 36th Street to 45th Street, while the Bruce's Beach Park location is accessible via the public 26th Street parking lot which is also the third potential project site. The beach and park are accessible via multiple public transportation options, including Beach Cities Transit which consists of two fixed routes that connect Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo and also provides transit connections with Metro Bus & Rail, Torrance Transit, Gardena Bus Lines, Palos Verdes Peninsula Transit Authority and Lawndale Beat. There are bus stops for the Beach Cities Transit and City of Los Angeles DOT Commuter Express located at the southeast corner of Bruce's Beach park, as well as a number of stops located at Highland Avenue and 30th Street within 0.1 miles of the beach.

22 How does the project utilize natural infrastructure?

Answer: This project will utilize the natural assimilative capacity of the native beach sand to infiltrate stormwater and dry weather runoff from the 28th Street Storm Drain system. Natural biofilms that form within the vadose zone below the infiltration system will filter and biodegrade pollutants in the runoff as it infiltrates. In addition, the subsurface infiltration system will be protected above by the approximately 3.5 acres of native dune habitat that will be established by The Bay Foundation in coordination with the City and Los Angeles County Department of Beaches and Harbors through removal of invasive ice plant along a highly impacted beach and replanting with native dune plant species to increase the ecosystem services of this beach segment. Coastal dunes provide a resilient, living shoreline to buffer coastal infrastructure from coastal storms and sea level rise associated with

climate change. This dune habitat restoration will increase habitat for endangered shorebirds, support accretion of sediment, and prevent coastal erosion.

23 How does the project use multi-benefit approaches that meet multiple needs at once?

Answer: This project is truly a multi-benefit project that will realize the following benefits as described in more detail in Questions 1, 2 and 6: (1) urban flood protection through increased hydraulic capacity and alleviation of backflow and coastal flooding in the storm drain system; (2) protection of public health via improved recreational beach water quality through achievement of the Santa Monica Bay Beaches Bacteria TMDL waste load allocations for fecal indicator bacteria; (3) protection of multiple Santa Monica Bay beneficial uses through water quality improvements achieved through capture, pretreatment and infiltration of stormwater runoff and the associated pollutant loads; (4) protection of subsurface urban infrastructure from the corrosive effects of shallow seawater intrusion associated with sea level rise associated with climate change, (5) increased coastal resiliency and protection from beach erosion through coastal dune habitat restoration, and (6) increased natural ecosystem services and recreational and educational opportunities provided by the dune habitat restoration.

24 How was the project developed with local community engagement?

Answer: The City of Manhattan Beach is a member of the Beach Cities Watershed Management Group (Beach Cities WMG), which also consists of the Cities of Redondo Beach, Hermosa Beach, Torrance and the Los Angeles County Flood Control District. The Beach Cities WMG developed the Beach Cities EWMP which includes this project as one of its highest priority capital projects to address water quality impairments in the Santa Monica Bay. During development of the Beach Cities EWMP, public workshops were held on May 21, 2014 at the Joslyn Center in Manhattan Beach and on May 27, 2015 at the Redondo Beach Public Library. An informational presentation was provided followed by a question and answer period to encourage stakeholder input. Concerns were noted and considered during EWMP development by the Beach Cities WMG. The Beach Cities EWMP was then presented to City Council in June 2015 and authorization was given to submit the plan to the Los Angeles Regional Water Quality Control Board. In February 2019, Mayor Steve Napolitano provided a support letter to The Bay Foundation expressing the City's support for the beach dune restoration component of the project.

The City plans to utilize the Envision Framework developed by the Institute for Sustainable Infrastructure to "assess community values, engage stakeholders, and build consensus around the best project solution" <https://sustainableinfrastructure.org/>. The City initiated this process in July 2019 with a kick-off meeting between consultants and City Public Works Utilities and Engineering staff to discuss how the Envision framework could be utilized by the project and begin to identify stakeholders. The Feasibility Study scope of work includes tasks to identify stakeholders and initiate meetings to share project concepts and consider community goals. Up to four (4) community and stakeholder meetings are anticipated during the preliminary design phase of the project.

Receipt of the Safe Clean Water Municipal Program funds requires the City to prepare and make available to the public informational materials containing up-to-date information on the Municipality's actual and budgeted use of the funds. The City will be preparing its individual expenditure plan for Safe Clean Water funds this summer and may include this project in that plan. The project was also presented to the South Santa Monica Bay Watershed Area Steering Committee of the Safe Clean Water Program in February 2020 and was very well received. In addition, the City has received support letters from two community organizations, Heal the Bay and The Bay Foundation, which are included in the attached Community Engagement Summary.

Once a project preliminary design alternative is chosen in collaboration with the community, additional stakeholder events will be planned to share information and receive feedback on the chosen design, and outreach will continue throughout construction and startup. City Council will be advised periodically throughout the process as well.

Project Readiness

25 If the requested funds are insufficient to cover all project costs, what is the funding gap and how will it be bridged?

Answer: The funds requested are sufficient to complete the design and construction of this project in combination with the matching funds presented in the Cost Estimate attachment. The City plans to use its General Fund to cover the planning and engineering design costs, the Feasibility Study that is underway, and in-kind City staff time will be

covered by the City's General Fund and used for project administration, including the preparation of bid documents, grant administration, and contract management. A partnership with The Bay Foundation will be used to cover the dune restoration component of the project. Once available, the City also plans to use a portion of it's Safe Clean Water Municipal Program funds to offset the General Funds used for the project.

26 On a scale of 1-10 (with 1 being the least and 10 being the most), how ready is the project for implementation? Explain.

Answer: 8.000

Answer: The project readiness will be an 8 prior to Step 2 of the application process, i.e., the Site Visit. A Feasibility Study is currently underway to select the optimal location or combination of three possible locations for this project that will maximize the stormwater capture volume while minimizing public and environmental impacts. The recommended project alternative is expected to be determined by July 2020 and prior to the Step 2 Site Visit should this project be selected to move forward for funding. The feasibility study report is anticipated to be completed by July 2020 as well and will be available for submittal upon receipt of invitation to Step 3. The feasibility study report will form the basis for initiation of the environmental compliance documentation. Once feasibility study and alternative selection is complete, the City is ready to move forward with final design and construction as soon as funding is available.

27 Describe the status of the following items, including anticipated timing for completion of each:

a Preliminary design.

Answer: A Feasibility Study is currently underway.

b Environmental documentation (CEQA - see definition in Appendix P of the Guidelines).

Answer: Not yet completed – will be completed once a recommended design alternative is selected. The City expects this project to result in a Mitigated Negative Declaration.

c Necessary permits and long-term operation and maintenance commitments/agreements.

Answer: A list of necessary permits will be identified for the project as part of the preliminary design, and the process for securing the permits will proceed in step with final design with final permits to be secured prior to preparation of final construction drawing (plans and specification). Among the permits anticipated for this project are: Los Angeles County Flood Control District encroachment permit as owner/operator of the of the 28th Street Storm Drain; Coastal Development Permit, Construction General Permit for construction projects disturbing one acre or more, electrical permit from Southern California Edison, etc. An operations and maintenance agreement will also be established with LACFCD. Depending on the selected site, other permits or operating agreements may be required such as an operating agreement with Los Angeles County Beaches and Harbors for the beach infiltration alternative.

d Other funding sources needed to complete the project.

Answer: As shown in the attached Cost Estimate, the City will rely on its General Fund and in-kind services covered by its General Fund for part of the match. In addition, the City along with The Bay Foundation has secured funding for the dune restoration portion of the project. Once available, the City also plans to use a portion of it Safe Clean Water Municipal Program funds to offset the General Funds used for the project. These funds should become available by August 2020.

e For acquisitions, willing seller (e.g., purchase agreement, option, discussions, etc.).

Answer: NA- this is not an acquisition project

28 List the legal owners for each parcel within the project footprint and the status of notifications, negotiations, agreements, etc. to implement the project.

Answer: The three sites being considered for this project are all publicly owned sites. The public beach site is owned and operated by LA County Beaches and Harbors and subject to the State of California Department of Parks and Recreation deed granting ownership of the beach to LA County Beaches and Harbors in 1995. The City has been working with LA County Beaches and Harbors to obtain formal approval. LA County Beaches and Harbors staff have given verbal approval and support for the project and stated they are working with their County Counsel to obtain a formal approval in writing. The other two sites, Bruce's Beach Park and the 26th Street parking lot are both owned by the County of Los Angeles, but operated and maintained by the City. The City has the ability, through its agreement with the County of Los Angeles, to make improvements to these facilities.

29 List all entities with jurisdiction over the project and the status of notifications, agreements, meetings, etc. with each jurisdictional entity.

Answer: The Los Angeles County Flood Control District (LACFCD) owns and operates the 28th Street Storm Drain to which this project will connect. Once the design alternative for the project is selected, it will undergo conceptual approval by LACFCD following their protocol. An LACFCD permit will need to be obtained prior to construction. LACFCD is a member of the Beach Cities Watershed Management Group and has been involved with and supportive of the EWMP and this project since its inception. In addition, LA County Beaches and Harbors will need to provide formal approval to construct, operate and maintain the project as described in Question 28 above. The city has been working with LA County Beaches and Harbors and has received verbal approval but is awaiting formal written approval from LA County Counsel. The project is located within the Coastal Zone and as such will require a permit with the Coastal Commission—the Coastal Commission will be engaged as part of the environmental review process. It is notable that the Coastal Commission staff were previously involved in review and approval of the Hermosa Strand Infiltration Trench pilot project as well as performance monitoring of that pilot project after which the beach infiltration alternative is modeled, thus the City anticipates that the Coastal Commission approval will be forthcoming.

Organizational Capacity

30 Describe applicant's experience in completing similar projects.

Answer: The City constructed and maintains the Manhattan Beach Green Belt Infiltration Project which was completed in February 2013 and utilizes the linear greenbelt parkland that runs through the City to intercept and infiltrate dry weather and wet weather low flows from existing storm drains that intersect the parkway. The Project was designed to reduce the downstream peak flow and runoff volume from the 55.2 acres of contributing developed residential land use while also increasing groundwater recharge and subsequently increasing the effective permeability of the developed area.

The City has also converted 130,000 square feet of impervious pavement to pervious pavement at six beach parking lots owned by the City in order to infiltrate dry weather and stormwater run-on to the lots under a Prop 50 grant (see Question 31 below for more details).

In addition, the City's Public Works Engineering Department is responsible for the design and construction of the City's infrastructure [streets, water system, sewer system, storm drain system, park facilities, City buildings (i.e. fire station, community facilities, parking structures, etc.) and transportation/traffic systems] and has a long list of successfully completed projects that can be accessed on its website: <https://www.citymb.info/departments/public-works/engineering-division> or provided upon request.

31 Describe applicant's experience in managing other grant-funded projects.

Answer: The City funded the Permeable Beach Parking Lots project through a Santa Monica Bay Restoration Commission (SMBRC) Proposition 50 grant. The project construction and post-construction monitoring were completed, and the City submitted a final Project Report which documents the effectiveness of the project and was approved by SMBRC staff. The project was completed in accordance with the original scope with one time extension necessitated by delays in pre-construction monitoring associated with the extremely dry season. The project was highly visible, including coverage of the project in several local papers, and has been well received by the community.

In addition, the City constructed the Manhattan Beach Greenbelt Infiltration project in part through a Prop 84 Clean Beaches – Santa Monica Bay Restoration grant and received a "Project of the Year" award in the Storm Water Quality category from the American Public Works Association (APWA) Southern California Chapter for its work to protect beach health and water quality through the "Greenbelt Low Flow Infiltration Project".

32 Describe applicant's fiscal capacity to carry out the proposed project.

Answer: According to the City's June 2019 Comprehensive Annual Financial Report, the City of Manhattan Beach continues to maintain a sound financial condition. Standard and Poor's reaffirmed the City's AAA Credit Rating on November 4, 2016. Established reserves remain funded, and the City continues to operate efficiently and effectively.

requirements).

Answer: The City's Public Works Department is responsible for the operation and maintenance of all public infrastructure and public rights-of-way. This department is comprised of Engineering, Maintenance and Utilities Divisions who are experienced in the operation and maintenance of storm drain infrastructure and have specific experience in the maintenance of stormwater infiltration projects such as the permeable parking lots and Greenbelt Infiltration project.

34 What is the source of funds for ongoing operations and maintenance?

Answer: Los Angeles County Safe Clean Water Municipal Program funds, City of Manhattan Beach General fund.

Collaboration**35 Describe partnerships with other entities and their corresponding roles in the project.**

Answer: While the tributary area to this project is solely in Manhattan Beach, this project was developed in partnership with the Beach Cities Watershed Management Group and is one of the Beach Cities Enhanced Watershed Management Program's highest priority capital projects necessary to achieve water quality goals. The City has also partnered with The Bay Foundation and the Los Angeles County Department of Beaches and Harbors on the dune restoration component of this project. The City has been in discussions with the LA County Beaches and Harbors who have jurisdiction over the public beach site being proposed for the project. LA County Beaches and Harbors have given unofficial approval of the project and indicated that formal approval is forthcoming.

Implementation of the project will also involve cooperation and collaboration between the City of Manhattan Beach and the Los Angeles County Flood Control Districts (LACFCD) who owns a majority of the 28th Street Storm Drain system. The City will need to obtain access permits and an operations and maintenance agreement from LACFCD.

36 Describe past, current and future community involvement (neighbor/user groups, etc.), outreach, partnerships, and support for the project.

Answer: Please see the response to Question 24 and the Community Engagement Summary attachment, which includes support letters from two local community organizations: Heal the Bay and The Bay Foundation. Heal the Bay is an environmental organization with over 30 years of experience and 15,000 members dedicated to making the coastal waters and watersheds of greater Los Angeles safe, healthy, and clean. The Bay Foundation's mission is to "restore and enhance the Santa Monica Bay through actions and partnerships that improve water quality, conserve and rehabilitate natural resources, and protect the Bay's benefits and values".

37 What steps are being taken to ensure the project will not cause unanticipated negative consequences to neighboring communities?

Answer: The City plans to utilize the Envision Framework developed by the Institute for Sustainable Infrastructure to "assess community values, engage stakeholders, and build consensus around the best project solution". Envision consists of 64 sustainability credits organized around five categories, fourteen (14) of which are included in the Quality of Life category which addresses a project's impact on the surrounding community and ensures that the project aligns with community goals. The City initiated this process in July 2019 with a kick-off meeting between consultants and City Public Works Utilities and Engineering staff to discuss how the Envision framework could be utilized by the project and begin to identify stakeholders. The feasibility study scope of work includes tasks to identify stakeholders and initiate meetings to share project concepts and consider community goals. Once a preferred design alternative is determined, the Envision framework, and specifically the Quality of Life category credits, will be consulted to work toward the most sustainable project feasible and to ensure consideration of community well-being, safety, mobility, equity and the protection of cultural resources during the construction and operation of the project.

For more detailed discussion on the Community Engagement strategy, please see the Community Engagement Summary attachment.

Additional Project Characteristics**38 Describe American with Disabilities Act (ADA) access and/or improvements included in the project. If not applicable, explain.**

Answer: If the selected project alternative is the beach infiltration system, ADA improvements will not be required.

appropriate since the intent is to restore the site with beach dune habitat and no hardscape-type improvements. If the parking lot site is part of the selected alternative, ADA-compliant improvements including handicapped parking, ramps, etc., will be incorporated into the design of aboveground amenities on the project site. If the Bruce's Beach Park site is part of the selected alternative, ADA improvements such as sidewalk ramps will be made to the extent required within the constraints of the site which is on a steep slope.

39 Explain how the project incorporates climate adaptation strategies to help protect against climate change impacts.

Answer: The project will result in improved resiliency to climate change. The infiltration of fresh stormwater runoff will help prevent intrusion of shallow saline groundwater associated with sea level rise. This will protect subsurface infrastructure from corrosion by helping to maintain the freshwater/seawater barrier and prevent the landward intrusion of seawater into shallow groundwater. The offline storage and infiltration of storm flows from the 28th Street Storm Drain system will increase the hydraulic capacity of the system to allow it to accommodate increased runoff volumes anticipated during more frequent and severe rain events and will alleviate backflow and upland flooding in the system. In addition, the restoration of 3.5 acres of coastal dune habitat will restore critical ecosystem functions such as the accretion of sediment which will help protect against coastal erosion and provide a buffer against extreme tidal events, coastal storms and sea level rise, while at the same time restoring coastal dune plant community habitat for the benefit of shorebirds, and other shoreline vertebrates and invertebrates. Coastal dunes provide a resilient, living shoreline to buffer coastal infrastructure from coastal storms and sea level rise associated with climate change.

40 Describe any other project characteristics not previously discussed that would assist in evaluating the Project Proposal.

Answer:

End of Project Questions

Certification And Submission Statement

Please read before signing and submitting application.

I certify under penalty of perjury:

- The information entered on behalf of Applicant Organization is true and complete to the best of my knowledge;
- I am an employee of or a consultant for the Applicant Organization authorized to submit the application on behalf of the Applicant Organization; and
- I understand that any false, incomplete or incorrect statements may result in the disqualification of this application.

By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent provided in this RFP.

Submission By: MBStormwater **Submitter Initials:** SR **Submission Date:** 6/15/2020 12:55:06 PM



Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Steve S. Charelian, Finance Director
Libby Bretthauer, Financial Services Manager

SUBJECT:

Conduct Public Hearing Regarding the Annual Stormwater Service Fee for Fiscal Year 2021-2022 (Finance Director Charelian).

- a) **CONDUCT PUBLIC HEARING**
 - b) **ADOPT RESOLUTION NO. 21-0058**
-

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing regarding the annual stormwater service fee for fiscal year (FY) 2021-2022 and adopt Resolution No. 21-0058.

FISCAL IMPLICATIONS:

The stormwater fee currently generates approximately \$345,000 annually from the direct property assessments. Additionally, the City now receives approximately \$410,000 from the Los Angeles County Measure "W" parcel tax. However, as indicated in the FY 2021-2022 Adopted Budget, a General Fund subsidy of \$1,007,849 will be required to fund operations of \$1,077,738 and capital improvements of \$710,000.

BACKGROUND:

The City levies an annual stormwater 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 stormwater 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. A Proposition 218 voter approval process will need to be conducted in order to increase fees.

DISCUSSION:

The stormwater 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 FY 2021-2022. Assuming there is not a majority protest, the City Council may then adopt Resolution No. 21-0058, ordering that the fee be collected for FY 2021-2022 on the County of Los Angeles tax roll.

PUBLIC OUTREACH:

The notice of this hearing was properly published in *The Beach Reporter* on June 24, 2021, and July 1, 2021.

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 the Resolution as to legal form.

ATTACHMENT:

1. Resolution No. 21-0058

RESOLUTION NO. 21-0058

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 2021-2022 (commencing July 1, 2021 and ending June 30, 2022). 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 June 24, 2021 and July 1, 2021.

E. The City Council held a public hearing on the Report on July 6, 2021. 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 2021-2022.

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 2021-2022 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 2021-2022 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 County Auditor of the County of Los Angeles on or before August 10, 2021.

Section 4. The City Clerk is authorized to take such other action as is required to implement this Resolution.

ADOPTED July 6, 2021.

SUZANNE HADLEY
Mayor

ATTEST:

LIZA TAMURA
City Clerk



Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

George Gabriel, Senior Management Analyst

SUBJECT:

Quarterly Update on the City's Homelessness Initiatives (City Manager Moe).

RECEIVE REPORT

RECOMMENDATION:

Staff recommends that the City Council receive and file the quarterly update on the City's homelessness initiatives.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with the recommended action.

BACKGROUND:

The City has taken an active role in addressing homelessness, strategically and regionally. In doing so, the City is doing everything possible to ensure public safety while also assisting homeless in obtaining the services needed, and respecting their rights. Over the past three years, the City of Manhattan Beach has taken the following actions thus far:

- Approved the "Five-Year Plan to Address Homelessness in our Community" that created goals that align with the County of Los Angeles's objectives;
- Adopted an Anti-Camping Ordinance prohibiting camping and storing personal property in public areas. Signage with this information, has been placed in multiple locations within the City;
- Appointed a Homelessness Liaison responsible for homelessness initiatives and concerns;
- Participated in the county-wide Homelessness Counts the past two years to assist with understanding the size and scope of homelessness. Fifteen individuals were counted in Manhattan Beach in 2020 (down from 41 individuals in 2018 and 21 in 2019);

- Created a Homelessness Task Force of 11 residents and stakeholders to assist in: 1) developing a proposal to obtain County Measure H funds, and 2) conduct community outreach/education on homelessness;
- Increased the number of mental health clinicians provided by the Los Angeles County Department of Mental Health available to the Manhattan Beach Police Department to address mentally ill homeless individuals;
- Created and distributed a Homeless Resource Guide and card that summarizes a variety of resources and phone numbers to refer to for residents and those experiencing homelessness;
- Received a \$330,666 grant from the County of Los Angeles to offer case management and coordination services to homeless individuals in the cities of Redondo Beach, Hermosa Beach, and Manhattan Beach.
- Executed a City Homelessness Plan Implementation Grant contract with the County of Los Angeles that provides homeless coordination, case management and trainings in the beach cities of Manhattan, Hermosa and Redondo.
- Developed specifications in order to obtain proposals from qualified service providers to assist in moving people off the streets into interim and permanent housing.
- Awarded a subcontract to a qualified homeless services firm, Harbor Interfaith Services (HIS), to provide:
 - A full-time Homeless Coordinator/City Liaison to leverage the cities' fiscal and administrative resources to systematize, coordinate and help oversee multi-sectoral homeless efforts to enhance and expand regional access to services.
 - Development of internal city-level homelessness response protocols and beach city regional response;
 - Tailored training material and lead training sessions with staff;
 - An annual homelessness stakeholder roundtable/community meeting;
 - Two full-time Homeless Case Managers to assist homeless individuals and families by getting individual "document ready;" and make successful referrals to interim housing, treatment centers, and permanent housing.
- Adopted Resolution No. 20-0031 approving a Memorandum of Understanding (MOU) between the City of Manhattan Beach, the City of Redondo Beach and the City of Hermosa Beach regarding the implementation of the South Bay Beach Cities Homelessness Project for homeless coordination, housing navigation and training services.
- Promoted the Los Angeles Homeless Outreach Portal (LA-HOP) web-based portal to make it easier to request coordinated county services for homeless individuals and ensure constituents can easily submit requests for homeless outreach;
- Joined a coalition of California local public agencies in support of the City of Boise's Petition for a Writ of Certiorari with the United States Supreme Court to clarify homeless enforcement mechanisms for our Police Department (the Supreme Court rejected the petition);
- Explored contracting with a regional homeless shelter to assist homeless with immediate shelter options; and
- Increased the presence of outreach workers in the City by conducting "ride-alongs" with the City's Police Department.

DISCUSSION:

On a quarterly basis, the City provides an update to the City Council and community on homelessness initiatives staff has undertaken and regional developments. Below is a list of those updates.

South Bay Beach Cities Homelessness Project

As indicated in the background section of the report, the beach cities of Manhattan, Hermosa and Redondo Beach have regionally partnered to provide outreach resources to assist the regional homeless population utilizing County grant funds. This partnership is referred to as the "South Bay Beach Cities Homelessness Project."

Consistent with the project, the City has contracted with Harbor Interfaith Services (HIS) and tasked HIS with a variety of metrics. Some metrics include street outreach conducted, Coordinated Entry System (CES) assessments made, interim housing placements and stable housing placements. Goals are associated with each metric over the contract period (November 2019 - December 2021) and staff across all cities meet with HIS monthly to ensure adequate service delivery for our respective homeless populations. The most recent South Bay Beach Cities Homelessness Project report (Attachment #1) summarizes progress made from November 2019 - May 2021 with data metrics specified.

Grant Funding Status and Future Developments

In October 2019, the South Bay Beach Cities were awarded \$330,665 in grant funds for homeless services until March 2021. However, in recognition of homeless service impacts throughout the coronavirus pandemic, the County of Los Angeles extended the duration of grant funding to last until December 2021. Additionally, the City submitted a request for additional "bridge funding" to ensure homeless services are not impacted by a lack of funding. The South Bay Beach Cities were selected to receive the requested bridge funding and expects to receive an additional \$14,518 in grant funding.

As of June 2021, the City has utilized \$230,328 of the total grant funding. The City expects the remaining amount of funds to last until December 2021.

In the coming months, staff will apply for grant funding to ensure funding for homeless services beyond December 2021. By way of process, the County will be distributing funding to the South Bay Cities Council of Government (SBCCOG) in the amount of \$1,905,000. The term of the new funding will be for 18-months: January 2022 through June 2023. The SBCCOG will soon release a draft call for projects for the latest grant funding cycle and cities will have an opportunity to apply for grant funding.

Homeless Coordination

A central goal of the South Bay Beach Cities partnership was to streamline each City's outreach response and ensure proper training of key staff interacting with homeless individuals.

As required by the subcontract, HIS has developed the training materials and has begun training staff across all beach cities to educate key staff members. Thus far, about 20 staff members have been trained and additional trainings have been scheduled. Additionally, HIS has

developed a regional response document (Attachment #2) that focuses on each city's outreach response by creating a singular outreach process, identifying the role of key city departments/leads, establishing outreach protocol for persons experiencing homelessness, and providing a contact list of homeless services providers.

Homeless Court and Prosecution Update

At the June 1, 2021, meeting, City Council directed staff to continue exploring homeless court, identify necessary funding and perform a cost-benefit analysis of undertaking the effort. Additionally, Council directed staff provide information on the process to request the authority from the LA County District Attorney to prosecute state law misdemeanors through the City of Redondo Beach. If authority is granted, the City can consider a contract with the City of Redondo Beach for prosecution services. These efforts are being taken symmetrically, as homeless court services can only be accomplished with authority to prosecute state law misdemeanors.

Staff continues to conduct the analysis requested by City Council and has met with officials from the City of Redondo Beach. Staff has *tentatively* agenda'd the July 20, 2021, City Council meeting to discuss the topic.

Regional Updates

Redondo Beach Pallet Shelter

In December 2020, the City of Redondo Beach constructed a temporary pallet shelter to house 15 homeless individuals for at least six months, at 1521 Kingsdale Avenue in Redondo Beach. This measure was taken by the City of Redondo Beach as an emergency measure to address concerns related to the ending of the State's Project Room Key program. The City of Redondo Beach has utilized a combination of County grant funds, CARES Act funding and Community Development Block Grant funding to provide the pallet shelters.

At their April 13, 2021, meeting, the Redondo Beach City Council directed staff to extend the Pallet Shelter program beyond the June 2021 expiration date and explore the possibility of moving the pallet shelters to a different location, including the Beach Cities Health District. As of June 30, 2021, the City of Redondo Beach City Council has not discussed the topic as it awaits staff's analysis.

Torrance Pallet Shelter

At the June 22, 2021, meeting, the City of Torrance City Council approved the Torrance Civic Center grounds to be a site for temporary housing for people experiencing homelessness and authorized staff to continue discussion with the County of Los Angeles in developing the program and securing funding sources for capital and operating expenses. Similar to the City of Redondo Beach, the City of Torrance will initiate this as a pallet shelter program and provide 40 units over a one year evaluation period. In addition to this action, the City of Torrance adopted an Ordinance amending, repealing and adding sections to their Municipal Code to prohibit camping in public areas.

City of Los Angeles Feasibility Study

In an effort to abide by a federal order by Judge David Carter, the City of Los Angeles has been tasked to develop a plan to address homelessness. Most notably, the plan requires funding sources, the number of individuals housed, and completion dates for affordable housing projects.

Therefore, in June 2021, the City of Los Angeles City Council agreed to move forward with a feasibility study (sponsored by Councilmember Mike Bonin) on the possibility of housing homeless people in temporary cabins or camping sites in certain westside parks and beach parking lots. These areas include:

- Temporary single-occupancy tiny homes or a safe camping site at Will Rogers State Beach county-owned parking lot at 17000 CA-1 in Pacific Palisades;
- Temporary single-occupancy tiny homes, a safe camping or safe parking site at Dockweiler Beach county-owned parking lot number three, at 11999 Vista Del Mar in Playa Del Rey;
- Temporary RV safe parking site in the county-owned RV park at Dockweiler Beach, at 12001 Vista Del Mary in Playa Del Rey; and
- Temporary single-occupancy tiny homes or a safe camping site at Fisherman's Village county-owned parking lot, at 13755 Fiji Way in Marina del Rey.

Councilmember Mike Bonin's motion instructed the City Administrative Officer to evaluate the feasibility and identify funding. The motion passed on a 13-1 vote, with Councilman Joe Buscaino dissenting. While this action only asked for a feasibility study, the City has received concerns from the community regarding the proposal.

Staff has held meetings with Supervisor Janice Hahn's Office and has asked to be apprised of developments.

CONCLUSION:

Staff recommends that the City Council receive and file the quarterly update on the City's homelessness initiatives.

LEGAL REVIEW:

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

ATTACHMENTS:

1. South Bay Beach Cities Project Report (November 2019 - May 2021)
2. Outreach Regional Response Report



Beach Cities Outreach Outcomes

November 2019 - May 2021

Reporting Period: May 2021

Assessments, Interactions	This Month				From Contract Start to Date				Progress to Date	
	MB	HB	RB	Total	MB	HB	RB	Total	Goal	Progress

Street Outreach Interactions by City: Contacts in the field between Outreach / Housing Navigators and Clients

Number of Clients	5	8	11	24	41	61	85	187		
Number of Interactions	11	13	19	43	301	330	517	1148		

Clients Case Managed: Ongoing engagement centered around a housing plan

1 - 4 (Priority Score 1)	0	0	1	1	0	0	2	2		
5 - 7 (Priority Score 2)	2	0	0	2	3	0	1	4		
8 - 11 (Priority Score 3)	1	2	2	5	6	5	11	22		
12 - 17 (Priority Score 3)	5	2	15	22	9	17	39	65		
Totals:	8	4	18	30	18	22	53	93		

Clients Assessed (By Acuity Score): CES Surveys conducted with Clients by Beach Cities Outreach staff

1 - 4 (Priority Score 1)	0	0	0	0	0	0	0	0		
5 - 7 (Priority Score 2)	0	0	0	0	2	0	0	2		
8 - 11 (Priority Score 3)	0	0	0	0	7	7	9	23		
12 - 17 (Priority Score 3)	0	0	0	0	7	9	18	34		
Totals:	0	0	0	0	16	16	27	59	200	30%
Case Managed & Previously Assessed:					2	6	26	34		
Grand Total:					18	22	53	93		

Document Ready	This Month				From Contract Start to Date				Progress to Date	
	MB	HB	RB	Total	MB	HB	RB	Total	Goal	Progress

Documentation / Benefits Enrollment: Clients who have all necessary documents, and are enrolled in eligible DPSS programs

Document Ready	0	0	0	0	8	11	24	43		
Benefits Enrolled	0	0	2	2	8	12	29	49		
Totals:	0	0	2	2	16	23	53	92	120	77%

Program Placements	This Month				From Contract Start to Date				Progress to Date	
	MB	HB	RB	Total	MB	HB	RB	Total	Goal	Progress

Interim Housing Referrals Made	0	1	2	3	14	20	38	72	% Attained:	83%
Interim Housing Referrals Attained	0	1	2	3	7	18	35	60	24	250%
COVID-19 Project Room Key Referrals Made	0	0	0	0	5	6	6	17		
COVID-19 Project Room Key Referrals Attained	0	0	0	0	2	6	6	14		
COVID-19 Rec Center Shelter Referrals Made	0	0	0	0	0	3	9	12		
COVID-19 Rec Center Shelter Referrals Attained	0	0	0	0	0	3	8	11		
<i>*Broken out from Interim Housing Referrals *COVID-19 Emergency Action Steps*</i>										
Treatment Programs Referrals Made	2	5	2	9	4	9	15	28	% Attained:	71%
Treatment Program Referrals Attained	1	3	2	6	2	5	13	20	50	40%
Stable Housing Referrals	0	0	3	3	8	7	21	36	% Attained:	83%
Stable Housing Placements	0	0	2	2	7	4	19	30	22	136%

Dictionary

Term	Definition
Assessment	Standard set of questions used to determine a client's vulnerability. The vulnerability is quantified as the client's 'Acuity Score.' There is a separate assessment for each population: Single Adults, Families and Youth. Also known as a VI-SPDAT (Vulnerability Index - Service Prioritization Assistance Tool).
Acuity Score	The numeric outcome of an Assessment, measuring a client's vulnerability while experiencing homelessness. Certain programs and resources are only available to clients with a high enough Acuity Score.
Priority Score	A simplification of the range of Acuity Score values into a scale with scores 1 (Acuity Score 0-4), 2 (Acuity Score 5-7) and 3 (Acuity Score 8-17). Certain programs and resources are only available to clients with high enough Priority Scores. For example, only clients with a Priority Score of 3 are eligible for enrollment in a Housing Navigation program.
CES	Coordinated Entry System; a common set of protocols, including assessments and referrals, used by homeless service providers across Los Angeles County in order to connect people experiencing homelessness to various resources and services more efficiently.
Documentation Ready	A term meaning that a client has secured their California ID, Social Security Card, Verification of Income, and Verification of Homelessness.
DPSS Benefits Enrollment	Assistance with enrollment in appropriate Department of Public Social Services programs including; General Relief, Cal Fresh, Cal Works, etc.
Interim Housing	This section includes Crisis and Bridge Housing. An interim facility is where individuals can be temporarily housed and continue receiving ongoing care for a specific reason, either medical or mental health related including recuperative care. This also includes the 3 tiers of COVID-19 related shelters.
Project RoomKey	COVID-19 Tier 1 - Utilizes hotel/motels for shelter, targeted for asymptomatic people experiencing homelessness (PEH) who are considered high-risk and need shelter. Includes seniors 65+ and/or those with underlying health conditions.
Isolation and Quarentine Site	COVID-19 Tier 2 - Consists of shelters for those who test positive, are symptomatic, or need isolation and quarantine while waiting for test results or access to testing, and PEH who are asymptomatic but may need isolation due to exposure to a COVID-19 positive individual. *Not utilized in this report*
Recreation Center	COVID-19 Tier 3 - LA City and County Recreation Centers utilized as general emergency shelter for asymptomatic PEH.
Referral Made	A request sent to a program to provide services to a client.
Referral Attained	A response to a 'Referral Made,' confirming that the program is able and willing to provide their services to the referred client.

Treatment Programs	Includes linkage to programs for mental health, Detox and substance use, and physical health care.
Stable Housing	Any housing that a client can stay housed in with no time limitation placed on their stay. Also known as Permanent Housing.



HOMELESSNESS IN THE BEACH CITIES

A MULTI-CITY OUTREACH RESPONSE

The Cities of Manhattan Beach, Hermosa Beach, and Redondo Beach (“Beach Cities”) collectively have a population of over 123,000 residents (Manhattan Beach: 35,741, Hermosa Beach: 19,653, and Redondo Beach: 67,908). Beach Cities is part of the County’s Service Planning Area (SPA) 8 and the Fourth Supervisorial District. Based on the 2020 Greater Los Angeles Homeless Count, the combined homelessness for these cities is 221. Specifically, the latest homeless count in each City is:

- Manhattan Beach – 15
- Hermosa Beach – 29
- Redondo Beach – 177

The Beach cities acknowledge that homelessness is not just one jurisdiction’s problem, but a “regional” one as well. The Beach Cities recognize that homeless individuals find the Beach Cities because we are safe communities, are at the end of Metro transit lines, located near attractive beaches, and utilization of the Pacific Coast Highway corridor.

Each Cities’ internal departments do not currently have a consistent way in which they respond to those experiencing homelessness (e.g., front office staff, park and recreation staff, etc.). Our approach will develop protocols so all city staff will feel empowered and well trained to provide an appropriate, sensitive response in referring people to the services they need. This will involve referring people to CES ensuring complete alignment with the County’s response. But again, all persons experiencing homelessness will be referred to CES. They will be prioritized for services based on their vulnerability (as defined by the CES Assessment and other considerations the case manager feels are important).

Given our likenesses, it is crucial to develop solutions addressing our shared homelessness challenges. More importantly, we know through Coordinated Entry System (CES) and Mental Health Evaluation Team staff that homeless populations routinely travel between the beach cities. Ensuring engagement consistency for city staff and law enforcement, and adding personnel focused in our subregion will move people much quicker off the streets into interim and permanent housing.

In doing so, combining our cities’ fiscal and administrative resources to efficiently implement key objectives common to our Council approved city homelessness plans allows us to achieve more together than by working independently. In summary, the goal of this report is to create a cohesive communication plan and coordinated response regarding homelessness in the Beach Cities.

BEACH CITIES SERVICE COORDINATION

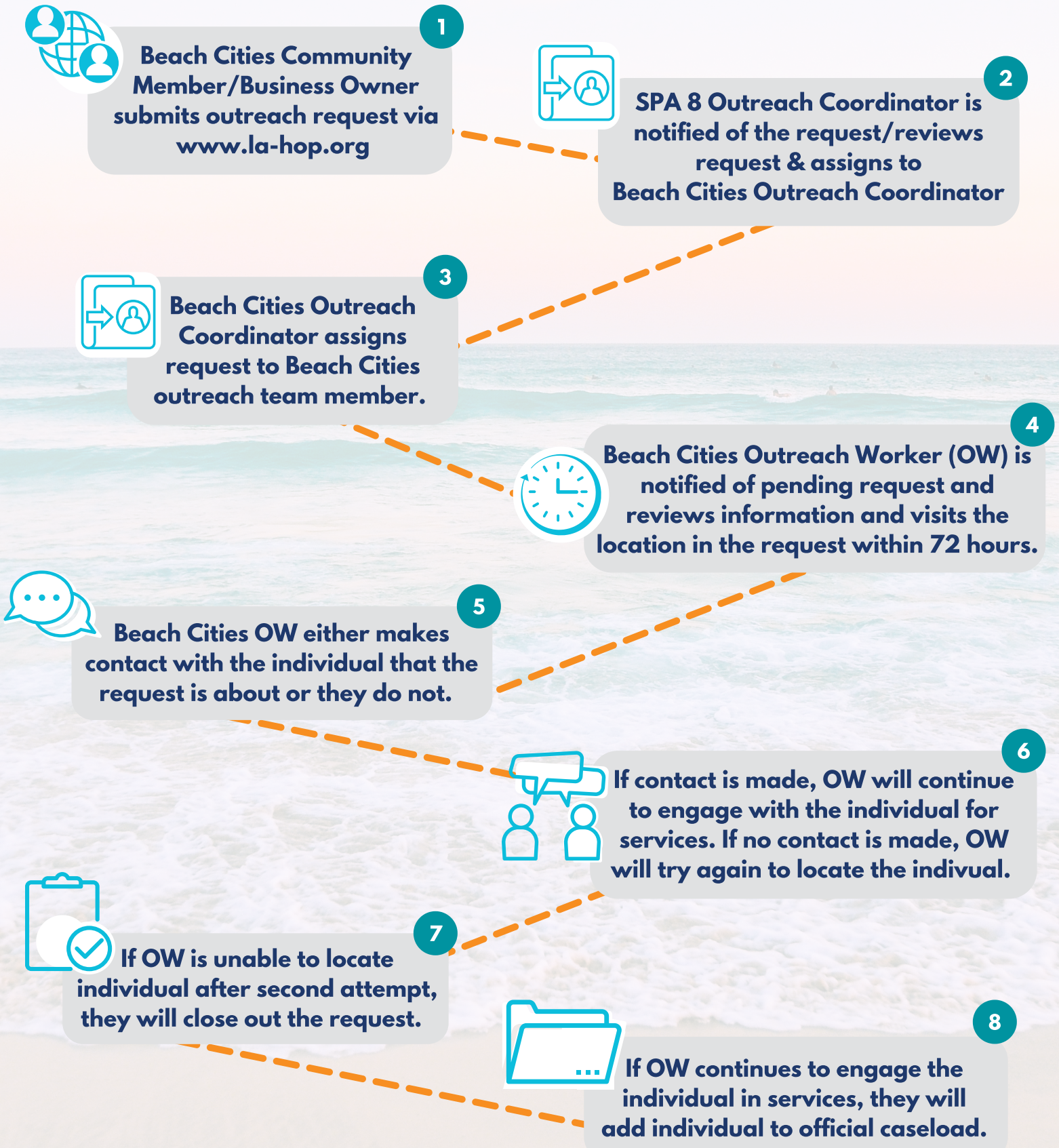
Harbor Interfaith Services (HIS) has created a program within Los Angeles County's Homeless Management Information Systems (HMIS) called Beach Cities Outreach. This program tracks individuals engaged with HIS outreach as they progress through the program. This program allows for HIS to accurately capture data related to the work taking place with individuals experiencing homelessness in the Beach Cities. With this data, HIS staff created a data report that is submitted to the Beach Cities Management team monthly for progress reporting. Then monthly, HIS staff and the Beach Cities Management Team meet to discuss the data in the report and answer any questions related to the data. During this meeting, the team also discusses geographic areas in each of the Beach Cities that may need attention from the outreach/housing navigation staff. This meeting allows for there to be a collaborative and transparent relationship as it relates to homelessness in the Beach Cities.

Bi-weekly, the Beach Cities Coordinator is present and leads care coordination for the Beach Cities. This is a space in which outreach workers, Department of Mental Health staff and other case management staff can discuss and problem-solve specific individuals experiencing homelessness in the Beach Cities. The Beach Cities Coordinator also participates in other meetings such as the South Bay Cities Council of Governments Homeless Task Force, South Bay Coalition to End Homelessness General Meetings and any city specific meetings. As requested, Beach Cities staff also prepare and participate in city council meetings to provide updates on homelessness in each of the three Beach Cities.

In December 2020, the Beach Cities Coordinator in collaboration with Beach Cities Management staff held a Homelessness Roundtable Discussion via Zoom. This discussion centered around data related to homelessness in LA County and the Beach Cities which led to each Beach City providing updates on their respective homelessness plans followed by panel discussion of frequently asked questions related to homelessness. The panel consisted of representatives from the city, police department, city attorney's office, Department of Mental Health & homeless services staff from Harbor Interfaith Services. The meeting was well attended with approximately 80 community members participating via Zoom.

In May 2021, HIS staff will be holding a Beach Cities Homelessness 101 training via Zoom for Beach Cities staff to attend. This presentation was put together in collaboration with HIS, the Beach Cities Management Team and the South Bay Coalition to End Homelessness. This presentation will center on the causes of homelessness, a basic overview of the Coordinated Entry System, myths and facts of homelessness and resources available to those experiencing homelessness. The presentation will be recorded so that city staff who are unable to attend in person may have access to the training materials. Finally, HIS staff will provide Beach Cities Management staff with a form that city staff can sign off on, certifying that staff have taken the training. Following the Beach Cities Homelessness 101 training, HIS staff will conduct a Beach Cities 201 Training in June 2021 or July 2021.

COMMUNITY MEMBER/BUSINESS OWNER REFERRALS



**CITY DEPARTMENT
REFERRALS**

**INTERNAL CITY
REFERRALS**

**POLICE DEPARTMENT
REFERRALS**

Follow LA-HOP protocol



1

AlertCity Staff in charge of homelessness issues.

1

Follow LA-HOP protocol listed in Part A.

If LA-HOP doesn't seem to be the most appropriate route, city departments can also reach out to the Beach Cities Coordinator.

2

Designated city staff will alert Beach Cities Coordinator, Lisa Gray at lgray@harborinterfaith.org or 310-770-0761.

2

If LA-HOP doesn't seem to be the most appropriate route, city departments can also reach out to the Beach Cities Coordinator.

To contact the Beach Cities Coordinator, please email lgray@harborinterfaith.org or call (310) 770-0761. Monday-Friday, 8am-5pm

3

City staff will then follow-up with an LA-HOP request so that outreach workers may follow-up.

3

To contact the Beach Cities Coordinator, please email lgray@harborinterfaith.org or call 310-770-0761. Monday-Friday, 8am-5pm

If individual is not homeless, but at risk of becoming homeless, this is best to refer directly to Beach Cities Coordinator for appropriate referrals.

4

LA-HOP request is received by Beach Cities Coordinator who assigns to outreach staff.

4

Police Departments may also have specific contacts on the team as it relates to outreach workers and they can also reach out to those individuals.

If individual is homeless, then Beach Cities Coordinator will assign to outreach worker will follow-up on request and engage individual in services.

5

Outreach worker goes to location in LA-HOP request for follow-up. If homeless individual is located, then process listed in Section E will be followed.



PROCESS FOR WORKING WITH INDIVIDUALS EXPERIENCING HOMELESSNESS IN BEACH CITIES

Obtain referral for person experiencing homelessness in Beach Cities.

**Outreach worker (OW) attempts to make contact with participant.
If contact is made, then proceed to next step.**

OW continues to build rapport with participant through engagement and conversation.

OW will assess for shelter needs and refer to any available shelter if requested by participant as well as other basic needs.

**If client needs ID, social security card, income and etc.,
OW will begin working on these items (Document Ready).**

**OW will work to assess the client's vulnerabilities related to homelessness,
health & COVID-19 and then enroll in Beach Cities Program.**

**Depending on the client's needs in housing, referrals can be made to
available and appropriate housing programs.**

**If participant requires higher level of support,
CM would wait for a permanent housing match to become available.**

**Once housing connection is made, participant will either be referred to
another program or the OW will help with housing search & placement.**

**In either scenario, client will work with staff to locate a viable unit.
Often times this can be the longest part of the process.**

Once a unit is located & participant is approved. Client will move into permanent housing.

BEACH CITIES RESOURCES

HOMELESSNESS RESPONSE

- Harbor Interfaith Services, Beach Cities Coordinator at 310-770-0761.
- Other LA County Outreach Teams via PATH, LAHSA, Multi-Disciplinary Teams.
- Manhattan Beach Homeless Resource Guide (www.citymb.info/homeless).
- South Bay Coalition to End Homelessness (www.sbceh.org).

MENTAL HEALTH RESOURCES

- LA County Department of Mental Health.
- LA County Department of Mental MET Officer.
- Beach Cities Health District.

EVICITION PREVENTION SERVICES

- Harbor Interfaith Services Prevention Program (Legal Aid Referrals) at 424-276-3602.
- Other LA County and State of CA resources.
- Stay Housed LA www.stayhousedla.org

FAMILIES WITH MINOR CHILDREN EXPERIENCING HOMELESSNESS OR WHO ARE AT-RISK

- Call LA County 211 for resources and referral (especially after hours/on the weekend).
- Harbor Interfaith Services at 424-276-3602.

DOMESTIC VIOLENCE RESOURCES

- LA County Domestic Violence Hotline at 1-800-978-3600.
- 1736 Family Crisis Center at 213-745-6434.
- Emergencies should go directly to 911.



Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Carrie Tai, AICP, Community Development Director
Steve S. Charelian, Finance Director

SUBJECT:

Continued Discussion of Fees for the Business Use of the Public Right-of-Way (Community Development Director Tai).

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction on when to reinstate the City's practice of requiring businesses utilizing the public right-of-way to render payment for such use, with fees tied to parking meter revenue reimbursement for use of parking spaces, and a per-square-footage fee for use of non-parking space portions of the public right-of-way.

FISCAL IMPLICATIONS:

The City is currently losing revenue of approximately \$734,597 annually due to 78 public metered parking spaces being utilized by business operations, specifically outdoor dining. This includes lost citation revenue of approximately \$101,000 annually. The City is also foregoing revenue for use of non-parking space portions of public right-of-way, as described in the "Discussion" section below. There is revenue loss of approximately \$114,000 annually from non-parking space portions at \$3 per square foot per month. The analysis of the loss in parking meter revenue was initially estimated to be \$544,000 annually, based on 67 parking spaces. This includes the loss of parking citation revenue, estimated to amount to \$87,000 annually. Revenue from parking meters is deposited into the Parking Fund and Capital Improvement Plan Fund, which serves to fund improvements and repairs to City parking facilities, as well as on-going maintenance expenses. Lastly, expenses related to City staff hours devoted to the support of outdoor dining is currently not being recovered.

BACKGROUND:

On June 5, 2020, through Emergency Order No. 10, the City approved the Outdoor Dining and Business Use Program. This consisted of allowing businesses to use metered parking spaces in the public right-of-way for outdoor operations, due to COVID-19 operating restrictions limiting indoor capacity. This also included the City charging for lost parking meter revenue. Beginning July 2020, the City Council authorized additional use of right-of-way areas on Ocean Drive, Manhattan Avenue, and Manhattan Beach Boulevard at \$3.00 per square foot, the same lease amount charged to Uncle Bill's Pancake House, Ocean View Café, Fusion Sushi, and Summers restaurant through the City's Resolution of Fees, pre-existing the pandemic. On August 4, 2020, the City Council retroactively waived \$51,000 in lost parking meter revenue and right-of-way use fees due from the businesses. Since then, businesses have used public parking spaces and the public right-of-way free of parking meter revenue replacement or right-of-way encroachment charges.

On September 15, 2020, the City Council approved an increase in parking meter rates to \$2.00 per hour for on-street meters and City-owned parking lots to offset losses associated with the use of metered parking spaces for street dining. The increase in the parking meter rates was estimated to generate an additional \$750,000 per year to compensate for lost parking meter revenue caused by street dining. This did not compensate for the loss of revenue from leasing of non-public right-of-way spaces. To date, there are 78 parking spaces and about 3,373 square feet of public right-of-way used by outdoor dining.

On May 18, 2021, the City Council began a discussion on this topic, but continued the matter until after June 15, when the Governor was expected to relax certain COVID-19 restrictions, including those for indoor dining. This agenda item was continued to this meeting to continue discussing whether to charge fees for the use of the public right-of-way.

DISCUSSION:

On Wednesday, June 15, 2021, the Governor's office announced that, due to increasing vaccinations and decreasing COVID-19 cases, all capacity limits and distancing requirements, with the exception of those applicable to mega events, were lifted in California. The County of Los Angeles joined the State in lifting most COVID-19 restrictions and retired the Protocol for Restaurants, referred to previously as "Appendix I." While restaurants are now able to utilize 100% of their indoor seating capacity, the County's best practices recommend limiting table spacing to no less than six feet. In addition, there are a number of masking, group seating, and ventilation guidelines. Restauranters have informed us that the County's recommendations prevent them from using 100% of their indoor seating capacity. Restauranters have also informed us that some of their customers are not comfortable dining indoors under present circumstances, where – among other things – new variants of COVID-19 are spreading throughout California. Nevertheless, the lifting of the restrictions creates the potential for the combination of indoor and outdoor dining areas resulting in an overall seating capacity that exceeds the restaurant's pre-COVID maximum seating capacity.

On June 3, 2021, the Governor's office announced the extension of "relief measures that permit restaurants and bars to continue to benefit from their investments to expand outdoor operations in areas such as sidewalks and parking lots, and to continue the sale of to-go alcoholic beverages with food deliveries, among other successful pandemic adaptations. In addition, the Administration is urging local governments to facilitate outdoor dining through local zoning and

programs that support and promote expanded open-air, take-out and delivery options.” Concurrent with this announcement, the State Department of Alcoholic Beverage Control (“ABC”) extended “regulatory relief” allowing for the expansion of licensed footprints for specified ABC-licensed restaurants until December 31, 2021. The Governor’s announcement, and the ABC’s expansion of licensed footprints until December 31, 2021, support the position taken by restaurant owners that additional time is needed to recoup their investments and to recover from the pandemic. However, the Governor’s announcement is silent on whether restaurants should pay for such outdoor dining programs and/or expansion of licensed footprints. This encouragement of outdoor dining by the Governor and ABC’s temporary expansion of the “licensed footprint” are additional factors to consider when assessing whether restaurants should pay for their use of the public right-of-way, and, if so, when.

With the lifting of the COVID-19 restrictions, it appears that restaurants may now be able to operate fully indoors and on private property. The Council has already received public comment on this matter stating that the use of the public right-of-way for the private economic gain of a business, constitutes a “gift of public funds.” Under normal circumstances, it would be very difficult to justify the benefit to the public derived from providing restaurants an expansion of their approved footprints on public property at no cost. However, during the pandemic, cities, counties and the State recognized the benefit to the public of using public funds (or waiving fees) to keep businesses in business. So, the question is one of timing: when should the City resume charging businesses for the use of the public right-of-way? Property owners state that they need more time (e.g., see attached email; from David Zisis).

Staff has calculated the market value of providing space for businesses to operate within the public right-of-way for private gain. Given that the businesses use the public right-of-way outdoor space in the same manner as inside the building or on private property, the market rate should be the equivalent to the indoor rate. However, given that the use of the public right-of-way is not for a finite duration, nor is it guaranteed, the value of the outdoor space can be expected to be lower than the indoor value. The additional space enables businesses to increase their respective cash flows. Staff has identified a common industry practice of charging 50% of the indoor rate to accommodate the less certain terms of outdoor right-of-way space. With the average rate of approximately \$8.00 per square-foot for indoor commercial space in premier downtown locations, staff recommends charging \$4.00 per square-foot for temporary outdoor use. The City’s current rate is \$3.00 per square-foot. Of the neighboring cities surveyed, Hermosa and Santa Monica charge similar fees, but other South Bay cities contacted do not charge.

Furthermore, the City has incurred undetermined costs from supporting the Outdoor Dining and Business Use Program. These costs include, but are not limited to, extra public services for trash and maintenance, modifications of streets to accommodate dining areas, code enforcement, traffic control, law enforcement presence, sign installation, creation of custom signs, and staff resources diverted from other work initiatives to support the program and the City Council Ad-Hoc Committee.

Staff recommends that the City Council discuss the matter and provide direction regarding imposing a fee on businesses who opt to utilize the public right-of-way, and when.

PUBLIC OUTREACH:

While no public outreach was required for this item, and depending on City Council’s direction, staff will notify current encroachment permit holders of any pending changes to the Outdoor Dining and Business use terms.

ENVIRONMENTAL REVIEW:

The subject request is not a “project” as defined under Section 15378 of the State California Environmental Quality Act (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.

ATTACHMENTS:

1. Public Comment

Martha Alvarez

From: David Zislis <davidzislis@yahoo.com>
Sent: Wednesday, June 30, 2021 8:53 AM
To: List - City Council
Subject: [EXTERNAL] Rock'N Fish and Brewco Parklets

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Dear Mayor Hadley, Mayor Pro Tem Stern, and City Council Members:

We would like to revisit your recent decision concerning the parklets for Rock'N Fish and Brewco located west of Ocean Drive. We accept your decision regarding The Strand House's "lower" decks. However, from the beginning of the pandemic, neither Rock'N Fish nor Brewco received their fair and proportionate share of deck space and outdoor seating while others fared quite well. This situation put us at a competitive disadvantage and cost us customers, revenue and increased losses during Covid. Because the city is requiring us to remove the lower decks by July 19, we will be right back at the disadvantaged situation we had at the start of the pandemic.

The data provided to City Council on June 10 by city staff was not accurate. The outdoor seating chart stated that RNF had 34 seats. It actually has 20 seats on its parklet with a premise occupancy of 98. Therefore, RNF only received a 20% allocation of parklet seating. The dimensions of RNF's deck is 16' X 20' (320 sq. ft.), not 13.5' X 68' as listed on the chart. Mangiamo, for example because its our neighbor and we see it everyday, has 44 seats on its deck of 736 sq. ft. (they can actually fit many more seats). Mangiamo's deck has 85% of the square footage of RNF's and Brewco's decks combined (736 sq. ft. versus 864 sq. ft.) Additional errors include Simmzy's with 42 seats not 34, Shellback with 32 seats not 18, and so on.

We are finding that many of our customers prefer to sit outside rather than inside because of on-going Covid concerns. On the weekends, one-third of our sales come from the parklet seating. Taking away the lower outdoor decks will cause a painful financial hit, especially during the summer when we make most of our profits for the year. With the Delta variant coming on strong, more people will want to dine outside. In fact, LA County is again requesting that guests and employees wear masks inside because of the virulence of the Delta variant and so many people refusing to get vaccinated. Parts of Australia -- an isolated, low density population country -- are back in lockdown this week. It can happen here again too.

Another concern we have is that the City Council will allow parklets to remain beyond September 7 until a decision is made about the permanent parklets. Then, RNF and Brewco will be at a disadvantage for even a longer period of time. Hermosa and Redondo are keeping their parklets at least until the end of the year. We haven't come close to recovering the cost of designing and constructing the lower parklets. If, because of the spread of the Delta variant, the city gave us permission to rebuild the lower parklets in the future, we couldn't afford to do it.

If The Strand House takes down its parklets below Ocean Drive, then there will be plenty of street space for the police and fire department to operate during the planned summer events. We urge you to allow RNF and Brewco to keep their parklets west of Ocean Drive until September 7 just like all the other businesses. At the very least, please have a conversation with the police and fire departments to accurately determine if there is sufficient space after taking down The Strand House's decks. Not only is it the fair thing to do, but it provides our guests with safe dining options. The Delta variant is going to be a big deal and outdoor dining is part of the solution.

Thank you for your consideration.

David Zislis
Rock'N Fish
Brewco



Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Terry Hackelman, Information Technology Director
Steve S. Charelian, Finance Director
Tatyana Roujenova-Peltekova, Senior Management Analyst

SUBJECT:

Enterprise Project Implementation Quarterly Update of: 1) Munis Enterprise Resource Planning (ERP), and 2) EnerGov Land Management System (LMS) Solutions; Demonstration of Munis Financials Module (Information Technology Director Hackelman).

RECEIVE REPORT

RECOMMENDATION:

Staff recommends that the City Council receive the quarterly status report regarding the implementation of the two enterprise solutions, and accept a presentation on the features of the new Munis Financials module.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with the recommended action. However, this report discusses projects with fiscal implications previously approved by the City Council.

BACKGROUND:

On July 17, 2018, the City Council approved the purchase of two major software enterprise solutions: 1) Tyler Munis Enterprise Resource Planning (ERP) system, supporting all financial, human resources, payroll, utility billing, asset management, and business license activities; and 2) Tyler EnerGov Land Management System (LMS) supporting planning, permitting, inspection, and code enforcement activities. During that meeting, the City Council requested quarterly updates on the implementation of both projects to ensure they remain on target and within budget. The following project updates were provided to the City Council:

- 2019 - January 2, May 7, and November 19;
- 2020 - February 18, June 23, and November 4; and

- 2021 - February 2.

DISCUSSION:

Due to the COVID-19 virus outbreak, the project was put on hold in March 2020 and restarted in July 2020. As a result, staff re-calibrated the project schedule to accommodate for the lost time and to reflect the challenges of implementing both systems using vendor resources that were 100% remote. At this time, both projects are within budget and meet the re-calibrated schedule.

Since the July 2020 restart, staff has made significant strides in implementing the ERP and LMS projects. The following is a status on the ERP and LMS implementations.

Tyler Munis ERP

On January 4, 2021, the City went live with the Tyler ERP Financials. The financial modules implemented included general accounting (general ledger), budget, project accounting, purchasing, contracts, accounts receivable, general billing, accounts payable, and more. To streamline processes further, system integrations were established amongst Munis Financials, EnerGov LMS, Content Management, Cashiering, and Hub (user dashboard).

The ERP financial modules have been successfully used by staff for all financial activities, including the budget process. Staff is benefiting from the electronic workflows (eliminating paper and email offline processes) that support more efficient processes and increased visibility of financial data and supporting documentation (via the electronic Tyler Content Management System).

The successful implementation of the ERP Financials was critical because the modules provide the foundation upon which the subsequent ERP components are implemented: Human Capital Management (Payroll and Human Resources), Business Licensing, Utility Billing, and Asset Management.

At present, HCM project activities are progressing and following the current schedule closely. This is a major implementation including payroll, human resources, and electronic timekeeping. The project tasks include components configuration, data migration, integration, testing, and training with a go-live date of September 2021. During the implementation, as staff learns more about the HCM features and functionality, they continue to evaluate existing business processes and identify opportunities for business process improvements to increase efficiencies and reduce redundancies in work processes.

Once HCM is implemented, staff will continue with the remaining ERP modules as follows:

- Business License - June 2022
- Asset Management, Transparency - December 2022
- Utility Billing - June 2023

Tyler EnerGov LMS

EnerGov's initial phase was implemented in January 2020 and included online permitting, field

mobility, electronic document management, and customer online portal components. Despite the impacts of COVID-19, staff continued to roll out online permits and planning application types. In addition, staff implemented an online payment system to support the permit and planning activities and digital plan submittal and review processes.

On June 17, 2021, the EnerGov solution was upgraded to a more current software version that provides enhanced capabilities and functionality including:

- Streamlined electronic plan review
- Improved customer experience via the online portal allowing citizens to track projects through the “My Work” dashboard
- Improved search and query capabilities
- Addressing identified system bugs and updating the technology framework

In February 2022, staff anticipates upgrading EnerGov to version 2021, which provides additional features and functionalities that further benefit the City. Thanks to Tyler’s evergreen philosophy committed to continuously evolve its technology, the City can upgrade the system at no additional cost and get a full value of the newest features and functionality. The EnerGov version 2021 further modernizes the technology framework to support current and future needs and further improves the user experience.

IT Enterprise Systems Updates

Staff successfully implemented Tyler’s Disaster Recovery Services last December which ensures system access if a disaster event occurs. In July, staff will perform the annual verification testing to confirm that Tyler can successfully support the agreement recovery time objective of 24 hours.

Staff continues to learn more about the Tyler systems and is persistently working to improve system performance, stability, reliability, and security. This includes leveraging Tyler solutions that are used by both ERP and LMS such as Tyler Content Management, Tyler Cashiering, Tyler Hub (dashboard - shared user launchpad), Tyler Enterprise Identity Management, and more. Staff carefully plans and analyzes each system upgrade to ensure there are no adverse impacts, particularly considering the complex ecosystem interconnecting the multitude of systems.

CONCLUSION:

Both Tyler ERP and LMS projects are on schedule and within budget. City staff is seeing the benefits of the new systems through electronic (paperless) workflows, improved data access, improved reporting and analytics, elimination of redundant processes, increased security, improved mobility/field access, and customer service via online portals. Staff recommends that the City Council receive the quarterly status report regarding the implementation of the two enterprise solutions.

PUBLIC OUTREACH:

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.



Agenda Date: 7/6/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Carrie Tai, Community Development Director

SUBJECT:

Commission Minutes:

This Item Contains Minutes of the following City Commission Meetings:

- a) Planning Commission Meeting Minutes of March 24, 2021 (Community Development Director Tai)
- b) Planning Commission Meeting Minutes of May 26, 2021 (Community Development Director Tai)
- c) Parking and Public Improvements Commission Meeting Minutes of May 27, 2021 (Cancelled) (Community Development Director Tai)
- d) Planning Commission Meeting Minutes of June 23, 2021 (Cancelled) (Community Development Director Tai)
- e) Parking and Public Improvements Commission Meeting Minutes of June 24, 2021 (Cancelled) (Community Development Director Tai).

INFORMATION ITEM ONLY

The attached minutes are for information only:

- 1. Planning Commission Meeting Minutes of March 24, 2021
- 2. Planning Commission Meeting Minutes of May 26, 2021
- 3. Parking and Public Improvements Commission Meeting Minutes of May 27, 2021 (Cancelled)
- 4. Planning Commission Meeting Minutes of June 23, 2021 (Cancelled)
- 5. Parking and Public Improvements Commission Meeting Minutes of June 24, 2021 (Cancelled)

**MANHATTAN BEACH
PLANNING COMMISSION
MINUTES OF REGULAR MEETING
MARCH 24, 2021**

A. CALL MEETING TO ORDER

A Regular meeting of the Planning Commission of the City of Manhattan Beach, California was held virtually via Zoom on the 24th day of March, 2021, at the hour of 3:05 p.m. Chair Morton called the meeting to order and announced the protocol for participating in the meeting.

B. PLEDGE TO FLAG

C. ROLL CALL

Present: Tokashiki, Thompson, Ungoco, Chairperson Morton
Absent: Vice Chair Fournier (excused)
Others Present: Carrie Tai, AICP, Director of Community Development
Talyn Mirzakhanian, Planning Manager
Ted Faturros, Associate Planner
Athena Henderson, Agenda Host
Nhung Huynh, Agenda Host
Rosemary Lackow, Recording Secretary

D. APPROVAL OF AGENDA

It was moved and seconded (Thompson/Ungoco) that the agenda be unchanged.

Roll Call:

Ayes: Tokashiki, Thompson, Ungoco, Chairperson Morton
Noes: None
Absent: Vice Chair Fournier
Abstain: None

Director Tai announced the motion passed 4-0.

E. AUDIENCE PARTICIPATION - None

F. APPROVAL OF THE MINUTES

3/24/21-1 Regular Meeting - November 18, 2020

It was moved and seconded (Thompson/Morton) to approve the amended minutes with one further change – on Page 5, change “the” to “and” in paragraph under Commission Discussion, first sentence. Commissioner Tokashiki will abstain.

Roll Call:

Ayes: Thompson, Ungoco, Chairperson Morton
Noes: None
Absent: Vice Chair Fournier
Abstain: Tokashiki

Director Tai announced: motion passed 3 – 0.

3/10/21-1 Regular Meeting – March 10, 2021

It was moved and seconded (Ungoco/Thompson) to approve the minutes as submitted.

Roll Call:

Ayes: Thompson, Tokashiki, Ungoco, Chairperson Morton
Noes: None
Absent: Vice Chair Fournier
Abstain: None

Director Tai announced: motion passed 4 - 0

G. PUBLIC HEARING

3/24/21-3 **(Continued Public Hearing)** Consideration of a Proposed Coastal Development Permit and Use Permit to Allow the Expansion of an Existing Retail Sales Use, Resulting in a Retail Sales Use with 3,637 Square Feet of Sales Floor Area Located at 1113-1121 Manhattan Avenue; and Adoption of an Environmental Determination in Accordance with the California Environmental Quality Act (Skechers USA, Inc.)

Chair Morton opened the public hearing and invited a staff presentation.

Associate Planner Ted Fatuross gave a report with the aid of slides, detailing the project and staff analysis. He concluded with the staff recommendation - that the Commission conduct the continued public hearing, accept testimony and adopt a revised draft Resolution approving the subject Coastal Development Permit and Use Permit, and adopt an Environmental Determination of Categorical Exemption. **Mr. Fatuross** noted staff has not received any public comment, and explained that a revised Resolution has been presented – if approved, this entitlement would not replace the existing entitlement but would be an independent and additional entitlement that will coexist with those approved previously for this business.

Chair Morton invited the Commission to direct questions to staff.

In response to Commissioners Thompson, Tokashiki and Ungoco, Associate Planner Fatuross explained:

- 1) **The requirement for a Use Permit** came about through the Downtown Specific Plan (DTSP) process in which much sentiment was expressed that downtown small businesses were being pushed out by larger/chain businesses. The intent in adopting a standard of 1,600 square feet as a use permit trigger was to provide greater opportunity to review uses. An example was the 2017 Skechers storefront expansion.
- 2) **The bifurcation of the prior and requested entitlements** was advised by the City Attorney for two reasons: first, the 2017 Resolution has findings that were required then by an Interim Zoning Ordinance; second, after adoption of the Downtown Specific Plan, the square-foot trigger for a use permit changed from buildable floor area to sales floor area; third, the current use permit is being reviewed by the Planning Commission, not City Council as in 2017.
- 3) **The space being expanded** into has been vacant since about when the pandemic started.
- 4) **Regarding façade treatments along Manhattan Avenue:** the 2017 Resolution condition was a response to concerns heard during the DTSP hearings. Now, working with the applicant, staff understands that Skechers wishes to have a separate identification/look for portion(s) of the store selling distinct product(s). The draft Resolution contains a condition that, although there will be 4 window fronts facing Manhattan Avenue, Skechers shall maintain an appearance of three distinct storefronts so that a small-town scale and character is maintained.

Chair Morton invited the Applicant to address the Commission.

Alan Walker, representing Skechers, affirmed the company's continued commitment to the City and emphasized that this address established its retail brand in comfortable footwear. The expansions to the store are in line with the expansion of its brand and they agree to abide by all conditions.

There being no other speakers, Chair Morton closed the hearing and invited discussion

COMMISSION DISCUSSION AND ACTION

In discussing, **Commissioners Thompson and Tokashiki** indicated they concur with the staff findings and are in full support. Commissioner Ungoco raised the possibility that, in the future, the applicant might

change the storefront design to appear to have one store with three windows and/or remove the smaller mosaic on Manhattan Avenue and asked if such actions would be objectionable.

Associate Planner Fatuross explained that the larger mosaic on Manhattan Beach Boulevard is required to be maintained as it was a condition of a prior approval, and it is desirable for the applicant to have design latitude in articulating the storefronts.

Chair Morton stated his agreement in supporting the project and called for the motion. It was moved and seconded (Thompson/Tokashiki) to adopt the revised Resolution approving the subject Use Permit and Coastal Development Permit and Environmental determination.

Roll Call:

Ayes: Thompson, Tokashiki, Ungoco, Chairperson Morton
Noes: None
Absent: Vice Chair Fournier
Abstain: None

Director Tai announced: motion passed 4 – 0. The decision is subject to a 15-day appeal period; and is appealable to the City Council.

H. GENERAL BUSINESS

03/24/21-4 2020 Housing Element Annual Progress Report

Talyn Mirzakhanian, Planning Manager presented the 2020 Housing Element Annual Progress Report, as mandated by the state, providing an overview of the Housing Element Update. The City must complete an update of the Element for the 6th cycle (covering 2022 – 2029) by October of this year. Recently SCAG released the final RHNA housing allocations for each city in its region, including Manhattan Beach, which are targets for each city’s share of statewide housing production including for “very low”, “low”, “moderate” and “above moderate” income levels. The City’s total allocation in the last cycle was 38 net new units total; for the 6th cycle it is 774. The City’s housing consultant is in the process of preparing the update with staff input and guidance. The purpose of the Element is to show that the City has capacity to achieve the housing allocation goals and what policies or programs will assist in reaching those goals.

I. DIRECTOR’S ITEMS

1. Associate Planner Eric Haaland, who has made a tremendous contribution over 30 years with the Department, has announced he will be retiring in April.
2. Covid updates: On March 15, LA County moved to the red reopening tier and it is anticipated that it may again soon move to the next (orange) tier. The city is watching this closely and preparing. To that end, City Council has previously permitted outdoor dining in the right-of-way for a period of 90 more days (from the start of indoor dining - 3/15);
3. A process is ongoing to reopen City Hall to the public with appointments and additional staff.
4. The City Clerk is looking into resuming in-person City Council meetings. The public meetings are expected to be held in hybrid format (in person and virtual). Boards and Commission meetings would follow after the City Council meetings, with adherence to all public health requirements set by the Governor and implemented through the County Health Department.
5. Reminder: the deadline for applying for City Commission seats (including continuing Commissioners) is April 15, interviews will be held April 27, in time for the June 1 start of the next term (including the rotation of the Chair).

J. PLANNING COMMISSION ITEMS - None

K. TENTATIVE AGENDA – April 14, 2021

Director Tai noted that no items are currently scheduled, but two are anticipated for April 28.

L. ADJOURNMENT TO – It was moved and seconded (Thompson/Ungoco) that the meeting be adjourned at 3:57 p.m. to Wednesday, April 14, 2021 at 3:00 p.m. via Zoom/virtual format. The motion passed unanimously 4-0 with a roll call vote.

ROSEMARY LACKOW
Recording Secretary

GERRY MORTON
Chairperson

ATTEST:

Carrie Tai, AICP
Community Development Director

**MANHATTAN BEACH
PLANNING COMMISSION
MINUTES OF REGULAR MEETING
MAY 26, 2021**

A. CALL MEETING TO ORDER

A Regular meeting of the Planning Commission of the City of Manhattan Beach, California was held virtually via Zoom on the 26th day of May, 2021. Chair Morton called the meeting to order at the hour of 3:06 p.m.

B. PLEDGE TO FLAG

C. ROLL CALL

Present: Chair Morton, Tokashiki, Thompson.
Absent: Vice Chair Fournier, Ungoco
Others Present: Carrie Tai, AICP, Director of Community Development
Talyn Mirzakhonian, Planning Manager
Athena Henderson, Agenda Host

D. APPROVAL OF AGENDA

A motion was made and seconded (Thompson/Tokashiki) to approve the agenda.

Roll Call:

Ayes: Thompson, Tokashiki, Chair Morton
Noes: None
Absent: Vice Chair Fournier, Ungoco
Abstain: None

E. PRESENTATION

Commendations for outgoing Planning Commissioners Stewart Fournier and Richard Thompson

Chair Morton led the Commission and staff in recognizing outgoing Commissioners Fournier and Thompson, noting their individual accolades, for their service during their respective tenures as Planning Commissioners.

Outgoing Commissioner Thompson made brief comments thanking staff and his fellow Commissioners and expressing his appreciation for being able to serve the community.

F. AUDIENCE PARTICIPATION - None

G. APPROVAL OF THE MINUTES

5/26/21-1 Regular Meeting – March 24, 2021

It was moved and seconded (Thompson/Morton) to approve as submitted.

Roll Call:

Ayes: Thompson and Chairperson Morton
Noes: None
Absent: Vice Chair Fournier, Ungoco
Abstain: Tokashiki

H. GENERAL BUSINESS

5/26/21-2 Discussion of Public Noticing Requirements

Planning Manager Talyn Mirzakhian provided the PowerPoint presentation covering public notification requirements and notification fees for a variety of types of development permits, and responded to Planning Commission questions. Chair Morton opened the floor to public comment; and seeing no requests to speak, closed the floor to public comments.

The Commission discussed this matter and by consensus concluded that no further action was warranted. The Commission, in reaching this conclusion considered many aspects of public notification including but not limited to: project magnitude, proximity of residential to commercial, timing and citizen concerns.

I. DIRECTOR'S ITEMS

Director Tai provided the following updates:

1. Projects reviewed by the Commission:
 - 600 S. Sepulveda, hotel/retail/offices: City Council voted to conditionally approve the revised plan; the Resolution of approval will be considered by the City Council on June 15.
 - Sunrise Assisted Living Facility Project: The project Draft EIR has been circulated for comments; after the comment period ends on June 4, staff will respond to comments and prepare the Final EIR. It is anticipated that the project application and Final EIR may be heard by the Commission in late July.
 - Kinecta building, MBB/Sepulveda: construction framing is underway.
2. COVID-19: City staff is collectively preparing for the anticipated lifting on June 15 of state-wide restrictions, citing some examples of changes: City Hall hours (open for walk-in service with appointments in the afternoons) and downtown dining parklets (City Council has agreed to a Labor Day deadline for most parklets). Community Development staff is working with restaurant owners who have outdoor dining permits. The next Planning Commission on June 9 will still be held via ZOOM.

J. PLANNING COMMISSION ITEMS – Commissioner Thompson encouraged residents and guests to visit the new Manhattan Village Mall.

K. TENTATIVE AGENDA – June 9, 2021 - Director Tai noted that no items are currently scheduled.

L. ADJOURNMENT TO – It was moved and seconded (Thompson/Tokashiki) that the meeting be adjourned at 3:58 p.m. to Wednesday, June 9, 2021 at 3:00 p.m. via Zoom/virtual format. The motion passed unanimously 3-0 with a roll call vote (Ayes: Morton, Thompson, Ungoco).

ROSEMARY LACKOW
Recording Secretary

GERRY MORTON
Chairperson

ATTEST:

Carrie Tai, AICP
Community Development Director

CITY OF MANHATTAN BEACH
MINUTES OF THE PARKING AND PUBLIC IMPROVEMENTS COMMISSION
Manhattan Beach City Hall
May 27, 2021

The City of Manhattan Beach Parking and Public Improvements Commission regular meeting of ~~May 27, 2021~~ was CANCELLED due to no agenda items being scheduled.

The next meeting of the Parking and Public Improvements Commission is scheduled for June 24, 2021, at 6:00 p.m.

**CITY OF MANHATTAN BEACH
MINUTES OF THE PLANNING COMMISSION
Manhattan Beach City Hall
June 23, 2021**

The City of Manhattan Beach Planning Commission regular meeting of **June 23, 2021**, was CANCELLED due to no agenda items being scheduled.

The next meeting of the Planning Commission is scheduled for July 14, 2021, at 3:00 p.m.

CITY OF MANHATTAN BEACH
MINUTES OF THE PARKING AND PUBLIC IMPROVEMENTS COMMISSION
Manhattan Beach City Hall
June 24, 2021

The City of Manhattan Beach Parking and Public Improvements Commission regular meeting of **June 24, 2021** was CANCELLED due to no agenda items being scheduled.

The next meeting of the Parking and Public Improvements Commission is scheduled for July 22, 2021, at 6:00 p.m.

