

AMENDED

City Council Regular Meeting

Tuesday, December 21, 2021

6:00 PM

City Council Chambers and Zoom



ELECTED OFFICIALS

Mayor Hildy Stern

Mayor Pro Tem Steve Napolitano

Councilmember Richard Montgomery

Councilmember Joe Franklin

Councilmember Suzanne Hadley

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.

December 21, 2021

Amended City Council Meeting Agenda Packet:

Agenda Item No.	Starting Page	Ending Page
AGENDA	1	12
1	13	14
2	15	18
3	19	20
4	21	22
5	23	40
6	41	60
7	61	80
8	81	102
9	103	106
10	107	110
11	111	176
12	177	196
13	197	216
14	217	226
15	227	274
16	275	278
17	279	290

MANHATTAN BEACH'S CITY COUNCIL WELCOMES YOU!

By participating in City Council meetings, 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.

*The City continues to offer an opportunity to participate in City Council meetings via Zoom and in person. 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, December 21, 2021** (the day of the meeting), via:*

- 1) eComment at <http://www.manhattanbeach.gov/ecomment>
- 2) email to cityclerk@manhattanbeach.gov 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 G (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.manhattanbeach.gov, 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 amended notice/agenda was posted on Friday, December 17, 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 Commendation to Retiring Police Captain Tim Hageman for 30 Years of Dedicated Service to the Manhattan Beach Police Department and the City of Manhattan Beach. [21-0414](#)
PRESENT

2. Presentation of Certificates of Recognition to Manhattan Beach Athletes Isabelle Connor (Rhythmic Gymnastics) and Gavin Hoover (Track Cycling) for Participating in the Tokyo 2020 Olympics. [21-0347](#)
PRESENT

Attachments: [Ceremonial - Isabelle Connor and Gavin Hoover](#)

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

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

G. 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.

The City Council encourages the public to participate by submitting comments in advance of the meeting, no later than **5:30 PM, December 21, 2021** (the day of the meeting), via:

- 1) eComment at <http://www.manhattanbeach.gov/ecomment>
- 2) email to cityclerk@manhattanbeach.gov 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 to "raise your hand" 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.

H. COVID-19

3. Discussion to Extend the Current Deadline for Outdoor Dining Due to Expire January 3, 2022.

DISCUSS AND PROVIDE DIRECTION

4. City Manager Update on COVID-19 Response.
5. Consideration of Including Contractors and Volunteers in a COVID-19 Vaccine Mandate (Human Resources Director Jenkins). [21-0378](#)

DISCUSS AND PROVIDE DIRECTION

Attachments: [PowerPoint Presentation](#)

I. 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: [21-0174](#)
This Item Contains Minutes of the Following City Council Meeting(s):
a) City Council Adjourned Regular Meeting Minutes of December 7, 2021
b) City Council Regular Meeting Minutes of December 7, 2021
(City Clerk Tamura).

APPROVE

Attachments: [City Council Adjourned Regular Meeting Minutes of December 7, 2021](#)
[City Council Regular Meeting Minutes of December 7, 2021](#)

7. Financial Reports: Schedule of Demands November 18, 2021, November 24, 2021, and December 2, 2021 (Finance Director Charelian). [21-0352](#)

ACCEPT REPORTS AND DEMANDS

Attachments: [Schedule of Demands for November 18, 2021, November 24, 2021 and December 2, 2021](#)

8. Update on Homelessness Initiatives and Consideration of the Following Initiatives: [21-0412](#)
- a) A Resolution Approving a Memorandum of Understanding in the Amount of \$216,000 with the South Bay Cities Council of Governments for Measure H Grant Funding to Provide Homelessness Case Management Services to the Cities of Manhattan Beach, Hermosa Beach, El Segundo and Redondo Beach;
 - b) A Resolution Approving Amendment No. 2 to the Professional Services Agreement with Harbor Interfaith Services for Measure H Grant Funded Homeless Case Management and Housing Navigation Services at a Cost Not-to-Exceed \$70,000 (City Manager Moe).
- A) ADOPT RESOLUTION NOS. 21-0118 AND 21-0119**
B) AUTHORIZE THE CITY MANAGER TO NEGOTIATE TERMS AND EXECUTE AGREEMENTS
C) APPROPRIATE FUNDS
- Attachments:** [Resolution No. 21-0118](#)
[Memorandum of Understanding – SBCCOG](#)
[Resolution No. 21-0119](#)
[Amendment No. 2 – Harbor Interfaith Services](#)
[County Board of Supervisors Motion on December 7, 2021](#)
9. City Council Reconsideration of the Circumstances of the Declared COVID-19 Emergency to Facilitate Remote Attendance at Public Meetings by Councilmembers and Other City Legislators Pursuant to AB 361's Special Teleconferencing Requirements (City Attorney Barrow). [21-0428](#)
ACCEPT STAFF RECOMMENDATION
10. Consideration of the Grant-Funded Purchase of Four Mobile Automated License Plate Reader Systems from Vigilant Solutions, Inc. in an Amount Not-to-Exceed \$60,000 (Police Chief Abell). [21-0387](#)
A) WAIVE FORMAL BIDDING
B) AUTHORIZE PURCHASE

11. Consideration of a Resolution Approving the Transfer Agreement with Los Angeles County Flood Control District for the South Santa Monica Bay Water Quality Enhancement 28th Street Storm Drain Infiltration Project (Public Works Director Lee). [21-0399](#)

A) ADOPT RESOLUTION NO. 21-0116

B) APPROVE APPROPRIATION AND BUDGET ADJUSTMENTS FOR MEASURE W FUNDS

Attachments: [Resolution No. 21-0116](#)
[Transfer Agreement - Los Angeles County Flood Control District](#)
[LA County Board: Staff Report – September 15, 2021 \(Attachment A\)](#)
[LA County Board: Staff Report – September 15, 2021 \(Funding Allocation\)](#)

12. Consideration of a Resolution Approving a Three-Year Broadcast Services Agreement with PEGasus Studios for a Not-to-Exceed Three-Year Cost of \$180,000 (Information Technology Director Hackelman). [21-0334](#)

ADOPT RESOLUTION NO. 21-0113

Attachments: [Resolution No. 21-0113](#)
[Agreement - PEGasus Studios](#)

J. ITEMS REMOVED FROM THE CONSENT CALENDAR

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

K. PUBLIC HEARINGS

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

L. GENERAL BUSINESS

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

13. Consideration of a Resolution Expressing Support for the “Brand-Huang-Mendoza Tripartisan Land Use Initiative” to Amend Article XI of the Constitution of the State of California to Ensure that All Decisions Regarding Local Land Use Controls, Including Zoning Law and Regulations, are Made by the Affected Communities (City Manager Moe). [21-0404](#)

ADOPT RESOLUTION NO. 21-0117

Attachments: [Resolution No 21-0117](#)
[Resolution No. 21-0046 \(Adopted June 1, 2021\)](#)
[Ballot Title and Summary](#)
[Legislative Analyst’s Office Summary](#)

14. Consideration of Introducing Ordinance No. 21-0008 Amending Urgency Ordinance No. 20-0012-U, as Subsequently Amended, to Rescind Residential Eviction Regulations (City Attorney Barrow). [21-0411](#)

INTRODUCE ORDINANCE NO. 21-0008

Attachments: [Urgency Ordinance No. 20-0012-U](#)
[Draft Ordinance No. 21-0008](#)

15. Consideration of an Urgency Interim Zoning Ordinance Adding Objective Standards for SB 9 Development Projects, and Adopt a Fee Resolution Approving an SB 9 Development Review Application Fee (Community Development Director Tai). [21-0426](#)

A) ADOPT URGENCY ORDINANCE NO. 21-0009-U

B) ADOPT RESOLUTION NO. 21-0120 TO ESTABLISH A FEE FOR REVIEW OF SB 9 PROJECTS

Attachments: [Urgency Ordinance No. 21-0009-U](#)
[Resolution No. 21-0120](#)
[Senate Bill 9](#)
[Senate Bill 10](#)
[PowerPoint Presentation](#)

M. 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.

N. FUTURE AGENDA ITEMS

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

O. CITY MANAGER REPORT

P. CITY ATTORNEY REPORT

Q. INFORMATIONAL ITEMS

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

16. Agenda Forecast (City Clerk Tamura). [21-0393](#)
INFORMATION ITEM ONLY

17. Commission Minutes:[21-0427](#)

This Item Contains Minutes of the following City Commission Meetings:

- a) Library Commission Meeting Minutes of November 8, 2021 (Parks and Recreation Director Leyman)
- b) Parks and Recreation Commission Meeting Minutes of November 29, 2021 (Parks and Recreation Director Leyman).

INFORMATION ITEM ONLY

Attachments: [Library Commission Meeting Minutes of November 8, 2021](#)
[Parks and Recreation Commission Meeting Minutes of November 29, 2021](#)

R. CLOSED SESSION**S. ADJOURNMENT****T. FUTURE MEETINGS****CITY COUNCIL MEETINGS**

January 3, 2022 - Monday -- 6:00 PM - Joint City Council/Parks and Recreation Commission, Cultural Arts Commission and Library Commission Meeting (Rescheduled To January 11, 2022)
January 4, 2022 - Tuesday -- 6:00 PM - City Council Meeting (Cancelled)
January 11, 2022 - Tuesday -- 6:00 PM - Joint City Council/Parks and Recreation Commission, Cultural Arts Commission and Library Commission Meeting (Rescheduled From January 3, 2022)
January 18, 2022 - Tuesday -- 6:00 PM - City Council Meeting
January 19, 2022 - Wednesday -- 6:00 PM - Joint City Council/Planning Commission and Parking and Public Improvements Commission meeting
February 1, 2022 - Tuesday -- 6:00 PM - City Council Meeting
February 15, 2022 - Tuesday -- 6:00 PM - City Council Meeting
March 1, 2022 - Tuesday -- 6:00 PM - City Council Meeting
March 8, 2022 - Tuesday -- 6:00 PM - Work Plan Meeting (Police/Fire Conference Room)
March 15, 2022 - Tuesday -- 6:00 PM - City Council Meeting
April 5, 2022 - Tuesday -- 6:00 PM - City Council Meeting
April 19, 2022 - Tuesday -- 6:00 PM - City Council Meeting
April 26, 2022 - Tuesday -- TBD - Boards and Commissions Interviews
May 3, 2022 - Tuesday -- 6:00 PM - City Council Meeting
May 10, 2022 - Tuesday -- 6:00 PM - Budget Study Session
May 17, 2022 - Tuesday -- 6:00 PM - City Council Meeting
May 24, 2022 - Tuesday -- 6:00 PM - Budget Study Session
June 7, 2022 - Tuesday -- 6:00 PM - City Council Meeting (Reorganization)
June 21, 2022 - Tuesday -- 6:00 PM - City Council Meeting
July 5, 2022 - Tuesday -- 6:00 PM - City Council Meeting
July 19, 2022 - Tuesday -- 6:00 PM - City Council Meeting
August 2, 2022 - Tuesday -- 6:00 PM - City Council Meeting
August 16, 2022 - Tuesday -- 6:00 PM - City Council Meeting
September 6, 2022 - Tuesday -- 6:00 PM - City Council Meeting
September 20, 2022 - Tuesday -- 6:00 PM - City Council Meeting

BOARDS, COMMISSIONS AND COMMITTEE MEETINGS

December 22, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
December 23, 2021 - Thursday - 4:00 PM - PPIC (Rescheduled to December 2, 2021 Due to Christmas Holiday)
December 27, 2021 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
January 11, 2022 - Tuesday - 6:00 PM - Joint City Council/Parks and Recreation Commission, Cultural Arts Commission and Library Commission Meeting
January 12, 2022 - Wednesday - 3:00 PM - Planning Commission Meeting
January 10, 2022 - Monday - 5:00 PM - Library Commission Meeting
January 17, 2022 - Monday - 5:00 PM - Cultural Arts Commission Meeting
January 19, 2022 - Wednesday - 6:00 PM - Joint City Council/Planning Commission Meeting and Parking and Public Improvements Commission Meeting
January 24, 2022 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
January 27, 2021 - Thursday - 4:00 PM - Parking and Public Improvements Commission Meeting
February 9, 2022 - Wednesday - 3:00 PM - Planning Commission Meeting
February 14, 2022 - Monday - 5:00 PM - Library Commission Meeting
February 21, 2022 - Monday - 5:00 PM - Cultural Arts Commission Meeting
February 23, 2022 - Wednesday - 3:00 PM - Planning Commission Meeting
February 24, 2021 - Thursday - 4:00 PM - Parking and Public Improvements Commission Meeting
February 28, 2022 - Monday - 6:00 PM - Parks and Recreation Commission Meeting

U. CITY OFFICES CLOSED**CITY HOLIDAYS:**

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, 2022 - Monday - Independence Day
September 5, 2022 - Monday - Labor Day
October 10, 2022 – Monday – Columbus Day
November 11, 2022 – Friday – Veterans Day
November 24-25, 2022 - Thursday & Friday - Thanksgiving Holiday



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

STAFF REPORT

Agenda Date: 12/21/2021

TO:

Members of the City Council

FROM:

Mayor Stern

SUBJECT:

Presentation of a Commendation to Retiring Police Captain Tim Hageman for 30 Years of Dedicated Service to the Manhattan Beach Police Department and the City of Manhattan Beach.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize
Tim Hageman
for 30 Years of Dedicated Service
to the
Manhattan Beach Police Department
and the
City of Manhattan Beach**



CITY OF MANHATTAN BEACH
1400 Highland Avenue Manhattan Beach, CA 90266
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STAFF REPORT

Agenda Date: 12/21/2021

TO:

Members of the City Council

FROM:

Mayor Stern

SUBJECT:

Presentation of Certificates of Recognition to Manhattan Beach Athletes Isabelle Connor (Rhythmic Gymnastics) and Gavin Hoover (Track Cycling) for Participating in the Tokyo 2020 Olympics.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize
Manhattan Beach Athletes
Isabelle Connor (Rhythmic Gymnastics)
and
Gavin Hoover (Track Cycling)
for
Participating in the Tokyo 2020 Olympics**

Certificate of Recognition

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

Isabelle Connor

Tokyo 2020 Olympian
Rhythmic Gymnastics

Dated this 21st Day of December, 2021

MAYOR HILDY STERN

Certificate of Recognition

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

Gavin Hoover

Tokyo 2020 Olympian
Track Cycling

Dated this 21st Day of December, 2021

MAYOR HILDY STERN



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

Revisit Extending the Current Deadline for Outdoor Dining Due to Expire January 3, 2022.

DISCUSS AND PROVIDE DIRECTION



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

City Manager Update on COVID-19 Response.



Agenda Date: 12/21/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Lisa Jenkins, Human Resources Director
Briza Morales, Risk Manager
Alexandria Latragna, Policy and Management Analyst

SUBJECT:

Consideration of Including Contractors and Volunteers in a COVID-19 Vaccine Mandate (Human Resources Director Jenkins).

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction regarding including contractors and volunteers in the City's COVID-19 vaccine mandate.

FISCAL IMPLICATIONS:

Should Council direct the creation of a mandatory vaccination policy for contractors and volunteers, staff will return with the proposed emergency order/policy, as well as related costs.

BACKGROUND:

On March 13, 2020, the City Council adopted Resolution No. 20-0039, proclaiming the existence of a local emergency due to the COVID-19 outbreak. Staff continues to monitor the pandemic and review information provided by health experts from the Los Angeles County Department of Public Health (LACDPH), California Department of Public Health (CDPH), and the Centers for Disease Control (CDC). COVID-19 daily cases and community transmission remain high; from December 8-December 14, Los Angeles County had 10,987 new reported cases.

The spread of COVID-19 is a substantial risk to the health of our employees and the public. The City is committed to protecting the health and safety of its employees and the public we serve. Vaccinations are an effective safety measure to decrease community transmission,

hospitalizations, and deaths. At this time, the current COVID-19 vaccines are effective at helping to reduce the risk of getting and spreading the infection and also of getting seriously ill if fully vaccinated, including against the current variants of the virus that causes COVID-19.

According to the CDC, as the virus spreads, it has new opportunities to change and may become more difficult to stop. Last month, the LACDPH received information of its first case of COVID-19 with mutations consistent with the new Omicron variant, further reinforcing the need to get vaccinated or boosted. Although no vaccine is 100 percent effective at preventing illness in vaccinated people, the currently authorized COVID-19 vaccines remain the best form of protection against COVID-19.

On September 21, 2021, City Council directed staff to research, draft, and implement a policy requiring City employees to become fully vaccinated and submit proof of such vaccination. Subsequently, staff drafted and implemented a COVID-19 vaccine mandate policy for City employees, distributed it to City employees, and began meeting with labor associations for the required impacts bargaining.

On November 2, 2021, City Council directed staff to return with a discussion related to an emergency order to potentially include contractors and volunteers, along with City employees, in the COVID-19 vaccine mandate. Subsequent to November 2, the City Council moved back the effective date of the vaccine mandate for City employees to June 1, 2022, as a result of the impacts bargaining with the City's labor associations. All affected City bargaining units have agreed to the impacts of this policy mandate, in conjunction with the postponement of the implementation deadline. The vaccine mandate policy for City employees has been finalized, and staff is returning to Council to seek direction regarding including contractors and volunteers in the vaccine mandate.

Staff has researched how other jurisdictions are implementing a COVID-19 vaccine mandate and found that the following agencies require volunteers and contractors, as well as their employees, to be fully vaccinated:

City of Los Angeles
County of Los Angeles
Santa Monica
West Hollywood
Hermosa Beach

DISCUSSION:

Contractors

Each department has identified current contractors working on behalf of the City who have in-person interactions with City employees, are assigned to work on City property for the provision of services, or who come into contact with the public during the course of their work on behalf of the City (referred to as "onsite" for purposes of this report). Many of the City's contractors provide services remotely and would therefore be excluded from the COVID-19 vaccine mandate. Staff conducted a high-level overview and analysis of each department's contractors to determine the potential impact on services should a COVID-19 vaccine mandate

be implemented.

City contracts have been categorized below to assist the Council in their discussion and direction:

- a) Contract Instructors: Contract instructors teach recreation classes and camps, and therefore have direct and sustained contact with class participants. Some are sole proprietors and some have employees or subcontractors (camps, sports for tots, etc.).
- b) Temporary and Supplemental Onsite Staffing: The City contracts for temporary and supplemental onsite staff to provide inspection services, special event services (CSC), parking enforcement (Laz Parking), code enforcement officers, temporary administrative staffing, etc. It is anticipated that most temporary and onsite staffing agencies could accommodate a vaccine mandate with minimal impact to existing service, although exemptions may need to be considered in order to appropriately staff certain large-scale special events.
- c) Ongoing Onsite Maintenance: The City utilizes contractors for onsite maintenance, for example, janitorial services, landscaping services, etc. Staff anticipates that applying a vaccine mandate will possibly result in service delivery changes and unintended costs to the City.
- d) Public Works Contractors and Subcontractors: Public Works capital improvement projects involve multiple subcontractors who come into contact with the public or employees in the course of their work. Without amending each current contract and including this requirement in future Requests for Bids, it may be difficult to enforce a COVID-19 vaccine requirement. Additionally, applying this requirement to future contracts will be difficult, limit the pool of qualified bidders, and may result in unintended costs to the City.
- e) On-Call Maintenance: The City has on-call contractors utilized for maintenance, delivery, and other services, including HVAC repair, coffee and water delivery, and support for the City's phone system, etc. Due to the minimal onsite contact and the fact that there is not always a regularly assigned individual under this type of contract, a vaccine mandate may be more complicated to implement and may possibly result in unintended costs to the City.
- f) Professional Services: The City maintains professional services contracts that may provide onsite services, from time to time. Examples of these types of contracts are investigation services, legal consultation, auditing and tax professionals, plan review and project management. Many of the vendors working under these types of contracts may be able to provide their professional services remotely, without any reason to be onsite. Staff anticipates minimal impact to requiring those working onsite to be vaccinated. In addition, many of those vendors have mandatory vaccination policies of their own for all personnel.
- g) Sanitation and Solid Waste Collection: The last category of services procured by the City relates to sanitation and solid waste collection. The City contracts with Waste Management for solid waste collection and Athens Services for street sweeping and power washing services. Both of these companies do not currently have a policy mandating the COVID-19 vaccine; however, their employees have relatively limited interaction with City employees or members of the public. Staff anticipates that there may be unintended costs associated with implementing a vaccine mandate even for future

contracts, further limiting the shallow pool of available vendors.

Volunteers

Staff has identified two primary categories of volunteers that Council may consider implementing a vaccine mandate for:

- a.) Board members and commissioners (including task force members): Staff has not reached out to all board members and commissioners to determine the impacts of a potential vaccine mandate. While many of the commissions are still meeting remotely, should Council direct a vaccine mandate, staff will reach out to all boards and commissioners to advise them of this future requirement for onsite meetings.
- b.) Volunteers in various capacities who interact with employees or the public as part of their service to the community: The City has volunteers working to support the MB CERT program, Older Adults Program, police volunteers, various Parks and Recreation programs, beach clean-up activities, etc. Due to the high vaccination rate within Manhattan Beach, Staff does not anticipate significant interruptions and impacts from requiring a COVID-19 vaccination for volunteers who are required to be onsite as part of their volunteer service.

CONCLUSION:

Recommendation:

In alignment with the previously adopted policy for City employees, staff recommends mandating that all volunteers, including board members and commissioners, who serve onsite or have contact with members of the public in their capacity as City volunteers, be required to become fully vaccinated by June 1, 2022.

Staff also recommends that the City Council implement a COVID-19 vaccine mandate for future contracts beginning June 1, 2022, for the categories of contractors outlined below, and direct staff to request that current contractors implement a COVID-19 vaccine mandate where possible for existing contracts (staff recommendation included in italics next to category):

- a) Instructors: *Required*
- b) Temporary and supplemental onsite staff: *Required*
- c) Ongoing onsite maintenance: *Exempt*
- d) Public Works capital improvement projects and their subcontractors: *Exempt*
- e) On-call contractors utilized for maintenance, delivery, and other services: *Exempt*
- f) Professional services: *Required if onsite*
- g) Sanitation and solid waste collection: *Exempt*

If Council adopts this recommendation, a standard provision will be included to each new contract for the recommended categories above, requiring contractor personnel, including subcontractors, to be fully vaccinated against COVID-19 prior to interacting in person with City employees, contractors, or volunteers; working on City property while performing services; or coming into contact with the public while performing services. Additionally, as part of the policy, staff will recommend that the CDC, State, LACDPH, protocols to be provided to any contractors "exempted" from the vaccine mandate, based on the work being performed, reemphasizing compliance. Should Council direct staff to implement a COVID-19 vaccine mandate for some or all categories of contractors and volunteers, staff will return with an emergency order/policy for consideration at a future meeting reflecting Council's direction.

Alternative:

If Council opts to modify the above recommendation, Staff requests direction as to:

- which categories of contractors and volunteers, if any, should the mandate be applied;
and
- the effective date.

LEGAL REVIEW:

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

ATTACHMENT:

1. PowerPoint Presentation

CONTRACTOR & VOLUNTEER COVID-19 VACCINE MANDATE

City Council Meeting
December 21, 2021



BACKGROUND

- September 21, 2021: City Council directed staff to research, draft, and implement a policy requiring City employees to become fully vaccinated.
- Ongoing Discussions with City labor associations.
- November 2, 2021: City Council directed staff to return with a discussion related to an emergency order to potentially include contractors and volunteers in the COVID-19 vaccine mandate.
- November 2021: As a result of ongoing labor discussions, effective date of employee requirement to be fully vaccinated was moved to June 1, 2022.
- December 1, 2021: Policy finalized and labor associations agreed to all impacts.

CURRENT CONTRACT CATEGORIES

a) Contract Instructors

Contract instructors teach recreation classes and camps. Some are sole proprietors and some have employees or subcontractors. (camps, sports for tots, etc.).

CURRENT CONTRACT CATEGORIES

b) Temporary and Supplemental Onsite Staffing

The City contracts for temporary and supplemental onsite staff to provide inspection services, special event services (CSC), parking enforcement (Laz Parking), code enforcement officers, temporary administrative staffing, and other City services.

CURRENT CONTRACT CATEGORIES

c) Ongoing Onsite Maintenance

The City utilizes contractors for onsite maintenance, for example, janitorial services, landscaping services.

CURRENT CONTRACT CATEGORIES

d) Public Works Contractors and Subcontractors

Public Works capital improvement projects involve multiple subcontractors for construction projects.

CURRENT CONTRACT CATEGORIES

e) On-Call Maintenance

The City has on-call contractors utilized for maintenance, delivery, and other services, including HVAC repair, coffee and water delivery, and support for the City's phone system, etc.

CURRENT CONTRACT CATEGORIES

f) Professional Services

The City maintains professional services contracts that may provide onsite services, from time to time. Examples of these types of contracts are investigation services, legal consultation, auditing and tax professionals, plan review and project management.

CURRENT CONTRACT CATEGORIES

g) Sanitation and Solid Waste Collection

The City contracts with Waste Management for solid waste collection and Athens Services for street sweeping and power washing services.

VOLUNTEER CATEGORIES

Two primary categories of volunteers :

- a.) Board members and commissioners (including task force members).
- b.) Volunteers in various capacities who interact with employees or the public as part of their service to the community: The City has volunteers working support the MB CERT program, Older Adults Program, police volunteers, various Parks and Recreation programs, beach clean-up activities, etc.).

STAFF RECOMMENDATION

Category	Recommendation
a) Instructors	<i>Required</i>
b) Temporary and supplemental onsite staff	<i>Required</i>
c) Ongoing onsite maintenance	<i>Exempt</i>
d) Public Works capital improvement projects and their subcontractors	<i>Exempt</i>
e) On-call contractors utilized for maintenance, delivery, and other services	<i>Exempt</i>
f) Professional services	<i>Required if onsite</i>
g) Sanitation and solid waste collection	<i>Exempt</i>
h) All volunteers, including board and commissioners, who are onsite	<i>Required</i>

DECISION POINTS

1. Does City Council wish to adopt a mandate for contractors and volunteers?
 - a. If yes, which categories should the mandate apply to?

If Council chooses to adopt a vaccine mandate for contractors and volunteers, staff recommends applying the mandate to the following categories of contractors and volunteers, provided they are working onsite: contract instructors, ongoing maintenance, professional services, temporary and supplemental staffing, and all volunteers.

DECISION POINTS

1. Does City Council wish to adopt a mandate for contractors and volunteers?
 - b. If yes, when will the vaccine mandate be effective for each category of contractors and volunteers?

If Council chooses to adopt a vaccine mandate for contractors and volunteers, staff recommends that any vaccine mandate be effective June 1, 2022 for volunteers (same date as employee mandate) and effective upon contract renewal for contractors (but staff will request voluntary compliance with a vaccine requirement in advance of contract renewal).



Agenda Date: 12/21/2021

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 Adjourned Regular Meeting Minutes of December 7, 2021
- b) City Council Regular Meeting Minutes of December 7, 2021
(City Clerk Tamura).

APPROVE

RECOMMENDATION:

The attached minutes are for City Council approval:

Attachment(s):

- 1. City Council Adjourned Regular Meeting Minutes of December 7, 2021
- 2. City Council Regular Meeting Minutes of December 7, 2021

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, December 7, 2021

4:30 PM

Zoom Meeting

City Council Adjourned Regular Meeting

ELECTED OFFICIALS

Mayor Hildy Stern

Mayor Pro Tem Steve Napolitano

Councilmember Richard Montgomery

Councilmember Joe Franklin

Councilmember Suzanne Hadley

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.manhattanbeach.gov/government/city-council/city-council-meetings-agendas-and-minutes

A. CALL MEETING TO ORDER

Mayor Stern called the meeting to order.

B. PLEDGE TO THE FLAG

Mayor Stern led the Pledge of Allegiance.

C. ROLL CALL

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

D. PUBLIC COMMENTS (3 MINUTES PER PERSON)

Mayor Stern opened the floor to public comments.

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

E. CLOSED SESSION

City Attorney Quinn Barrow announced the following Closed Session:

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

II. RECESS INTO CLOSED SESSION

At 4:33 PM, Mayor Stern announced that the City Council would recess into Closed Session.

III. RECONVENE INTO OPEN SESSION

At 6:05 PM, the City Council reconvened into Open Session with all Councilmembers present.

IV. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION

City Attorney Quinn Barrow announced that pursuant to Section 54957.6 of the Brown Act the City Council went into Closed Session to have a conference with its labor negotiators. The City Council gave direction to its negotiating team. There was no other reportable action taken.

F. ADJOURNMENT

At 6:06 PM Mayor Stern adjourned the meeting.

Caroline Choi
Recording Secretary

Hildy Stern
Mayor

ATTEST:

Liza Tamura
City Clerk

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, December 7, 2021

6:00 PM

Regular Meeting

City Council Chambers and Zoom

City Council Regular Meeting

ELECTED OFFICIALS

Mayor Hildy Stern

Mayor Pro Tem Steve Napolitano

Councilmember Richard Montgomery

Councilmember Joe Franklin

Councilmember Suzanne Hadley

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.manhattanbeach.gov/departments/city-clerk/city-council-meetings-agendas-and-minutes

A. CALL MEETING TO ORDER

Mayor Stern called the meeting to order.

B. PLEDGE TO THE FLAG

Max Yu of Robinson Elementary School, led the Pledge of Allegiance.

C. ROLL CALL

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

D. CEREMONIAL CALENDAR

- 1. Presentation of a Certificate of Recognition in Honor of Mayor Stern’s Kindness Initiative to Christine and Mike Mignola for their Fundraising Efforts and Donation to Chef Jose Andres’ World Central Kitchen During the COVID-19 Pandemic. [21-0372](#)

PRESENT

Mayor Stern, on behalf of the City Council, presented a Certificate of Recognition to Christine and Mike Mignola for their fundraising efforts and donation to Chef Jose Andres’ World Central Kitchen during the COVID-19 Pandemic.

Additional Ceremonial Comments:

Councilmember Franklin recognized the 80th Anniversary of the attack on Pearl Harbor on December 7, 1941.

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

A motion was made by Councilmember Franklin, seconded by Councilmember Montgomery, to approve the agenda as amended and waive full reading of ordinances with Mayor Pro Tem Napolitano registering a “No” vote for agenda Item No. 12 and pulling Agenda Item No. 14 from the Consent Calendar for individual consideration.

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

Mayor Pro Tem Napolitano recognized that the City was incorporated 109 years ago on December 7, 1912.

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

Police Captain Christian Eichenlaub provided information on the Theft Education Program that was held over Thanksgiving weekend in the El Porto Parking Lot. He encouraged the community to be aware of their surroundings during this holiday season.

Parks and Recreation Director Mark Leyman invited the community to the Holiday Fireworks show this Sunday, December 12, 2021.

Chair of the Senior Advisory Committee, Steve Da Baets, announced the Older Adults Annual Holiday Lunch Drive-Thru event on December 15, 2021, at the Joslyn Community Center.

Library Manager, Josh Murray, announced several upcoming Library events: Virtual Book Club on January 3, 2022 at 6:00 PM; reservations for the December 16, 2021 Smarty Pants Story Time will occur on the library's website on December 9, 2021 at 10:15 AM; and the Virtual Intro to Microsoft Office and Google Docs on December 16, 2021 at 11:00 AM.

G. PUBLIC COMMENTS (2 MINUTES PER PERSON)

Assistant City Clerk, Martha Alvarez, confirmed that the City received the following public comments prior to the start of the December 7, 2021 Regular City Council Meeting:

*Agenda Item No. 8
1 email*

*Agenda Item No. 16
10 emails*

*Agenda Item No. 17
3 eComments
1 emails*

*Agenda Item No. 18
2 emails*

*Agenda Item No. 19
1 emails*

*Agenda Item No. 22
2 emails*

*Other Items Not on the Agenda
2 emails*

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

- Heidi Rayden Tobias*
- Greg Cicchino*
- Julie Valentine*
- Heidi Swan*
- Susan Paullin*
- Peter Kim*
- Nahid Nabavi*
- Eydie Aldana*
- Jim Burton*
- David Archer*
- Heidi Rayden Tobias*

Councilmember Montgomery announced that the Beach Cities Toy Drive will have a drive through drop off event on December 11, 2021, from 10:00 AM to 12:00 PM at the Hermosa Beach City Hall.

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

Presentations/Updates:**2. Climate Ready Manhattan Beach Update on Sea Level Rise Adaptation Plan and Public Outreach (Community Development Director Tai).**

Environmental Sustainability Manager, Dana Murray, provided the update.

H. COVID-19**3. City Manager Update on COVID-19 Response.**

City Manager Bruce Moe reported on the EOC (Emergency Operations Center) and responded to City Council questions.

The City Council provided direction to hold the December 21, 2021, Regular City Council Meeting in a hybrid format with individuals being able to participate in-person in City Council Chambers or via Zoom.

I. CONSENT CALENDAR (APPROVE)

A motion was made by Councilmember Montgomery, seconded by Mayor Pro Tem Napolitano, to approve the Consent Calendar with the exception of Agenda Item No. 14, which was individually considered under Section J – Items Removed from the Consent Calendar, and with Mayor Pro Tem Napolitano registering a “No” vote on Agenda Item No. 12. The motion carried by the following vote:

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

4. City Council Minutes: [21-0173](#)

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

- a) City Council Regular Meeting Minutes of November 16, 2021
- b) City Council Adjourned Regular Meeting Minutes of November 30, 2021

(City Clerk Tamura).

APPROVE

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

5. Financial Reports: [21-0351](#)

- a) Schedule of Demands November 4, 2021, and November 11, 2021
- b) Investment Portfolio for the Month Ending October 31, 2021
- c) Month End Report for October 31, 2021

(Finance Director Charelian).

ACCEPT REPORTS AND DEMANDS

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

6. City Council Reconsideration of the Circumstances of the Declared COVID-19 Emergency to Facilitate Remote Attendance at Public Meetings by Councilmembers and Other City Legislators Pursuant to AB 361's Special Teleconferencing Requirements (City Attorney Barrow). [21-0370](#)

ACCEPT STAFF RECOMMENDATION

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

7. Consideration of a Resolution Opting In and Authorizing Settlement Agreements with Distributors of Opioids, AmerisourceBergan, Cardinal Health, and McKesson, and Opioid Manufacturer Janssen, Owned By Johnson & Johnson (City Attorney Barrow). [21-0405](#)

ADOPT RESOLUTION NO. 21-0114

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

8. Fiscal Year 2021-2022 Budget Update, Including Staffing Adjustments and Appropriation of Funds (Finance Director Charelian). [21-0284](#)

A) RECEIVE REPORT

B) APPROPRIATE FUNDS

C) APPROVE STAFFING ADJUSTMENTS

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

9. Consideration of a Resolution Rejecting All Bids Received for the Slurry Seal Project Encompassing the Sand Section (Area 7) and a Portion of the Tree Section (Area 6) (Public Works Director Lee). [21-0323](#)

ADOPT RESOLUTION NO. 21-0108 REJECTING ALL BIDS RECEIVED

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

10. Consideration of a Resolution Approving a Design Services Agreement to TAIT & Associates, Inc. for the Rowell Avenue Sidewalk Gap Closure Between 1st Street and Curtis Avenue for \$145,221; and Authorize the City Manager to Execute the Agreement (Public Works Director Lee). [21-0327](#)

ADOPT RESOLUTION NO. 21-0109

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

11. Consideration of a Resolution Approving a Professional Design Service Agreement with CWE, Inc., for the Santa Monica Bay TMDL High Flow Capacity Trash Treatment Control Devices Project for \$330,604 in Response to RFP No. E1265-21S; and Authorize the City Manager to Execute the Agreement (Public Works Director Lee). [21-0364](#)

ADOPT RESOLUTION NO. 21-0110

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

12. Consideration of a Resolution Approving Amendment No. 1 to the Construction Management Services Agreement With S2 Engineering Inc. for \$590,000.00 for the Sepulveda Bridge Widening Project (Public Works Director Lee). [21-0374](#)

ADOPT RESOLUTION NO. 21-0111

The recommendation for this item was approved on the Consent Calendar with Mayor Pro Tem Napolitano registering a "No" vote.

13. Accept as Complete the Citywide Concrete Repairs by CT&T Concrete Paving, Inc.; Authorize Filing a Notice of Completion with the County Recorder, and Release the Retention Amount for \$20,858.50 (Public Works Director Lee). [21-0329](#)

APPROVE

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

14. Consideration of a Resolution Approving Amendment No. 2 to the Professional Services Agreement with IDS Group Inc. for Additional Design Services for the Fitness Station at Upper Polliwog Park at a Cost Not-to-Exceed \$15,965.00 (Public Works Director Lee). [21-0379](#)

ADOPT RESOLUTION NO. 21-0112

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

15. Enterprise Project Implementation Quarterly Update of:
a) Munis Enterprise Resource Planning (ERP), and
b) EnerGov Land Management System (LMS) Solutions (Information Technology Director Hackelman). [21-0243](#)

RECEIVE REPORT

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

J. ITEMS REMOVED FROM THE CONSENT CALENDAR

14. Consideration of a Resolution Approving Amendment No. 2 to the Professional Services Agreement with IDS Group Inc. for Additional Design Services for the Fitness Station at Upper Polliwog Park at a Cost Not-to-Exceed \$15,965.00 (Public Works Director Lee). [21-0379](#)

ADOPT RESOLUTION NO. 21-0112

Mayor Pro Tem Napolitano provided that he pulled the item because it did not include a photo of what the new fitness station would look like.

Parks and Recreation Director Mark Leyman responded to City Council questions.

The City Council gave direction to postpone approval of the item until the City receives input from the community regarding the proposed Fitness Station at Upper Polliwog Park and to have staff provide suggestions to address concerns brought forth by City Council regarding location and design.

K. PUBLIC HEARINGS

None.

L. GENERAL BUSINESS

16. Discussion of January 3, 2022, Expiration Date for Temporary Encroachment Permits (Outdoor Dining and Business Use) Issued Under COVID-19 Emergency Orders (Community Development Director Tai). [21-0369](#)
DISCUSS AND PROVIDE DIRECTION

Community Development Director Carrie Tai introduced City Traffic Engineer, Erik Zandvliet, who provided the PowerPoint presentation and responded to City Council questions.

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

*Donald McPherson
Suzanne Lerner
Michael Zislis
Martha Andreani
Mike Simms
Jim Burton
Jackie May*

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

Community Development Director Tai responded to City Council questions.

The City Council directed staff to maintain the January 3, 2022, expiration date regarding the temporary encroachment permits for outdoor dining and to continue to look into a long-term solution for outdoor dining.

City Manager Bruce Moe responded to City Council questions.

Community Development Director Tai clarified that the City will send out a notice to the restaurants notifying them that the last day of operation for the temporary encroachment permits will be January 3, 2022. They will provide a grace period for removal, which will be approximately three days.

City Traffic Engineer Zandvliet responded to City Council questions.

At 8:18 PM, the City Council recessed and reconvened at 8:29 PM with all City Councilmembers present.

17. Status Update of the Cannabis Initiative (City Attorney Barrow). [21-0381](#)
RECEIVE UPDATE AND CONSIDER PROVIDING DIRECTION

Councilmember Montgomery announced that after discussing the matter with City Attorney Quinn Barrow, he will be recusing himself from the item since one of his investments is cannabis related.

City Attorney Barrow stated that he doesn't believe there is a conflict since Councilmember Montgomery has no financial interest in the decision being made this evening, but that his recusal is the safest course of action.

Management Services Policy and Management Analyst, Alexandria Latragna, provided the Staff Presentation.

City Attorney Barrow and Policy and Management Analyst Latragna responded to City Council questions.

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

*Heather
Lee Phillips*

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

City Attorney Barrow responded to City Council questions.

The City Council provided direction to have staff monitor the progress of the initiative but not take any further action at this time.

At 9:09 PM, Councilmember Montgomery returned to the meeting.

18. Consideration of Implementing an Annual Pier Globe Light Schedule [21-0373](#)
(City Manager Moe).
DISCUSS AND PROVIDE DIRECTION

City Manager Bruce Moe introduced Communications and Civic Engagement Manager, Jessica Vincent, who provided the Staff presentation.

Communications and Civic Engagement Manager Vincent and City Manager Moe responded to City Council questions.

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

Jackie May

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

Public Works Director Erick Lee responded to City Council questions.

A motion was made by Councilmember Hadley to keep the Manhattan Beach Pier lights white. The motion failed for lack of a second.

A motion was made by Councilmember Montgomery, seconded by Mayor Pro Tem Napolitano, to approve the pier globe light schedule as amended: remove Men's Health Awareness Month, Easter, and the City's Birthday; and add St. Patrick's Day.

Councilmember Hadley asked Councilmember Montgomery if he would consider removing Breast Cancer Awareness Month as it is negative and not positive. Councilmember Montgomery accepted the request.

A motion was made by Councilmember Montgomery, seconded by Mayor Pro Tem Napolitano to approve the annual pier globe light schedule as amended: remove Easter Day, Breast Cancer Awareness Month, Men's Health Awareness Month, and the City's Birthday; add St. Patrick's Day and all Federally recognized holidays namely, Juneteenth; and unify all color palettes for National Holidays to red, white, and blue except for Christmas. The motion carried by the following vote:

Aye: 4 - Stern, Napolitano, Montgomery and Hadley

Nay: 1 - Franklin

19. Discussion of Existing Historic Preservation Ordinance (Community Development Director Tai).

[21-0386](#)

DISCUSS AND PROVIDE DIRECTION

Community Development Director Carrie Tai provided the PowerPoint presentation and responded to City Council questions.

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

Jane Guthrie

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

Community Development Director Tai responded to City Council questions.

A motion was made by Mayor Pro Tem Napolitano, seconded by Councilmember Franklin, to accept Policy Alternative 2 which concurs that the historic preservation ordinance text differs from intended policy direction; confirm intended policy direction; and direct staff to take action(s) to amend the ordinance. The motion carried by the following vote:

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

20. Consideration of a Resolution Appointing Derrick Abell as Interim Police Chief and Approval of an Employment Agreement with Derrick Abell (Human Resources Director Jenkins). [21-0398](#)
ADOPT RESOLUTION NO. 21-0115

City Manager Moe provided the Staff presentation.

Mayor Stern opened the floor to public comments.

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

A motion was made by Councilmember Hadley, seconded by Mayor Pro Tem Napolitano, to adopt Resolution No. 21-0115, approving an employment agreement with Derrick Abell to serve as Interim Police Chief. The motion carried by the following vote:

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

M. CITY COUNCIL REQUESTS AND REPORTS INCLUDING AB 1234 REPORTS

21. **City Council AB 1234 Reports.**

Councilmember Montgomery reported that he attended the Cal Cities Conference for Boardmembers last week. They discussed issues such as ACA 7, SB 9, and SB 10.

22. Consider Request by Mayor Stern and Mayor Pro Tem Napolitano to Discuss Adding the Camellia Flower as a Second City Flower (City Manager Moe). [21-0390](#)
DISCUSS AND PROVIDE DIRECTION

Mayor Stern explained why she requested to agendize the item.

The item did not receive a third vote in order to place it on a future agenda.

23. Consider Request by Councilmember Hadley and Councilmember Franklin to Discuss Ceremonial Presentations (City Manager Moe). [21-0391](#)
DISCUSS AND PROVIDE DIRECTION

Councilmember Hadley explained why she requested to agendize the item.

Councilmember Montgomery stated that he would be the third to discuss the possibility of an earlier Council meeting start time if there are numerous ceremonials to present.

City Attorney Barrow received clarification regarding Councilmember Montgomery's third vote and that it was only in regard to starting the City Council meetings earlier.

24. Consider Request by Councilmember Franklin and Councilmember Montgomery to Discuss the Long-term Commercial Use of City Property Fee (Finance Director Charelian).

[21-0389](#)

DISCUSS AND PROVIDE DIRECTION

Councilmember Franklin explained why he requested to agendize the item.

City Manager Bruce Moe and Finance Director Steve Charelian responded to City Council questions.

Councilmember Hadley stated that she would be the third for the request in order to have the item placed on a future agenda.

Finance Director Charelian and City Attorney Quinn Barrow responded to City Council questions.

N. FUTURE AGENDA ITEMS

Mayor Stern requested to agendize a discussion regarding SB 9 and SB 10 and how to mitigate their effects. Councilmember Montgomery seconded the request.

City Attorney Quinn Barrow stated that since there is a deadline, the item did not need to go through the three-step approval process and will be brought back on the next agenda.

O. CITY MANAGER REPORT

None.

P. CITY ATTORNEY REPORT

None.

Q. INFORMATIONAL ITEMS

25. Agenda Forecast (City Clerk Tamura).
INFORMATION ITEM ONLY

[21-0320](#)

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

26. Commission Minutes: [21-0382](#)

This Item Contains Minutes of the following City Commission Meetings:

- a) Parks and Recreation Commission Meeting Minutes of August 23, 2021(Parks and Recreation Director Leyman).
- b) Cultural Arts Commission Meeting Minutes of September 20, 2021(Parks and Recreation Director Leyman)
- c) Library Commission Meeting Minutes of October 12, 2021 (Parks and Recreation Director Leyman)
- d) Cultural Arts Commission Meeting Minutes of October 18, 2021(Parks and Recreation Director Leyman)
- e) Parks and Recreation Commission Meeting Minutes of October 25, 2021 (Parks and Recreation Director Leyman).

INFORMATION ITEM ONLY

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

R. CLOSED SESSION

None.

S. ADJOURNMENT

At 10:37 PM, Mayor Stern adjourned the meeting in memory of Councilmember Hadley's Mother, Nancy Glezen Quickel. Councilmember Hadley shared sentiments regarding her mother.

The meeting was adjourned to the 4:30 PM, Adjourned Regular Meeting on December 21, 2021.

Patricia Matson
Recording Secretary

ATTEST:

Hildy Stern
Mayor

Liza Tamura
City Clerk



Agenda Date: 12/21/2021

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 November 18, 2021, November 24, 2021, and December 2, 2021 (Finance Director Charelian).

ACCEPT REPORTS AND DEMANDS

RECOMMENDATION:

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

FISCAL IMPLICATIONS:

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

The total value of the warrant registers for November 18, 2021, November 24, 2021, and December 2, 2021, is \$4,856,174.84.

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.

ATTACHMENTS:

1. Schedule of Demands for November 18, 2021, November 24, 2021, and December 2, 2021

City of Manhattan Beach



Schedule of Demands
November 18, 2021, November 24, 2021,
and December 2, 2021

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT(S) AP111821, AP112421 & AP120221
DATED: 11/18/2021, 11/24/2021 & 12/02/2021

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$4,856,174.84 HAVE BEEN REVIEWED AND THAT SAID CLAIMS OR DEMANDS ARE ACCURATE, ARE IN CONFORMANCE WITH THE ADOPTED BUDGET, AND THAT THE FUNDS ARE AVAILABLE THEREOF.



FINANCE DIRECTOR

THIS 21ST DAY OF DECEMBER

REVIEWED, CERTIFIED AND APPROVED
BY CITY MANAGER BRUCE MOE

WARRANT REGISTER (S)	WARRANT(S)		
AP111821, AP112421 & AP120221		AP111821	1,241,253.38
		AP112421	749,732.16
		AP120221	1,363,411.92
	PREPAID WIRES / MANUAL CKS	AP111821	318,313.46
		AP112421	509.34
		AP120221	245,209.81
	SUBTOTAL WARRANTS		3,918,430.07
	VOIDS		
	PAYROLL	PE 11/19/2021	937,744.77
		PY	
	TOTAL WARRANTS		4,856,174.84

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WIRES

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
9111621	11/16/2021	W	UNION BANK	F.I.T./MEDICARE/S.I.T.	8,591.35
911152021	11/15/2021	W	UNION BANK	F.I.T./MEDICARE/S.I.T.	309,422.11
911182021	11/18/2021	W	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PUBLIC AGENCY VALUATIONS	300.00
SUB-TOTAL :					318,313.46

WARRANT #: AP111821

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
547573	11/18/2021	P	1 800 PACK RAT LLC	STORAGE CONTAINER RENTAL	267.11
547574	11/18/2021	P	ALL CITY MANAGEMENT SVCS	SCHOOL CROSSING GUARDS (9/05/2	12,504.82
547575	11/18/2021	P	AMERICAN BUSINESS BANK	CONTRACT WITHHOLDING: 9202001	59,022.68
547576	11/18/2021	P	AT&T MOBILITY	AT&T FIRSTNET SEPT & OCT 2021	1,823.31
547577	11/18/2021	P	BRIDGEPAY NETWORK SOLUTIONS	CD ENERGOV TRANSACTION FEES-OC	38.90
547578	11/18/2021	P	BRINKS INCORPORATED	ARMORED CASH TRANSPORT	85.35
547579	11/18/2021	P	CA NEWSPAPER PARTNERSHIP	NOTICE OF PUBLIC HEARING - UWM	1,100.10
547580	11/18/2021	P	CAROLINE ROCA	FALL 2021 BEACH BOOT CAMP INVO	1,074.00
547581	11/18/2021	P	CCS LOS ANGELES JANITORIAL INC	JANITORIAL CONTRACT SERVICES	360.00
547582	11/18/2021	P	COATING SPECIALISTS AND INSPECTION	BLOCK 35 ELEVATED TANK PAINT	34,200.00
547583	11/18/2021	P	COMPANY NURSE LLC	WORK INJURY TRIAGE HOTLINE	315.00
547584	11/18/2021	P	CONCENTRA HEALTH SERVICES INC	DOT RANDOM TESTING & OHS SERVI	160.00
547585	11/18/2021	P	CORODATA RECORDS MANAGEMENT	OFFICE RECORDS STORAGE SERVICE	80.44
547586	11/18/2021	P	CULLIGAN	WATER FILTER LEASE	85.60
547587	11/18/2021	P	DRI STICK DECAL CORP	2022-2025 OVERNIGHT PARKING PE	1,469.50
547588	11/18/2021	P	ELEVATORS ETC LP	ELEVATOR AND ESCALATOR MAINTEN	647.50
547589	11/18/2021	P	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	59.22
547590	11/18/2021	P	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	12,963.11

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP111821

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
547591	11/18/2021	P	GENERAL PUMP CO INC	ON-CALL PUMP SERVICES FOR VARI	1,839.10
547592	11/18/2021	P	H F & H CONSULTANTS LLC	PROFESSIONAL SERVICES	859.75
547593	11/18/2021	P	IPS GROUP INC	PARKING METER FEES, PARTS & LA	972.47
547594	11/18/2021	P	IRON MOUNTAIN INFO MNGMT INC	RECORDS STORAGE - PERM & ARCHI	1,685.58
547595	11/18/2021	P	JOE MAR POLYGRAPH & INVESTIGATION	POLYGRAPH EXAM FOR APPLICANTS(400.00
547596	11/18/2021	P	L A COUNTY DEPARTMENT OF PUBLIC WORKS	TRAFFIC SERVICES	669.70
547597	11/18/2021	P	L A COUNTY MTA	SEPT EZ PASS SALES (1 EZ PASS)	42.00
547598	11/18/2021	P	L A COUNTY SHERIFFS DEPT	JAIL FOOD FOR SEPTEMBER 2021	145.60
547599	11/18/2021	P	LA COUNTY CLERK/RECORDER	NOTICE OF EXEMPTION LOT 3 REPA	75.00
547600	11/18/2021	P	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES FOR EMPLOYMENT	14,866.90
547601	11/18/2021	P	LYNN KLEINERS MUSIC RHAP INC	PAYMENT FOR FALL SESSION 1	7,279.69
547602	11/18/2021	P	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	9,093.94
547603	11/18/2021	P	MANHATTAN STITCHING COMPANY	SWIM PARKAS EMBROIDERY	10,065.80
547604	11/18/2021	P	MBUSD	11/2021 DSTRIC FACILITY USE	70,428.08
547605	11/18/2021	P	MELAD AND ASSOCIATES INC	BLDG PLAN CHECK - HRLY SEPT202	45,639.52
547606	11/18/2021	P	MIHM INC	DECONTAMINATE PATROL VEHICLES(1,535.00
547607	11/18/2021	P	NELLY KORENEVSKY	FALL 2021 ZUMBA INVOICE	782.40
547608	11/18/2021	P	NV 5 INC	UNDERGROUND UTILITY ASSESSMENT	13,040.00
547609	11/18/2021	P	ONWARD ENGINEERING	MBB AND SEPULVEDA INTERSECTION	2,650.00
547610	11/18/2021	P	PARKER ANDERSON ENRICHMENT CENTRAL LA	PARKER-ANDERSON PAYMENT FALL S	2,229.50
547611	11/18/2021	P	PELLETIER & ASSOCIATES INC	ONSITE ERGONOMIC EVALUATIONS	315.00
547612	11/18/2021	P	PERRY ALLISON	GYM EQUIPMENT MAINTENANCE	150.00
547613	11/18/2021	P	PRO FINISH PAINTING INC	CONTRACT WITHHOLDING: 9202100	29,662.35
547614	11/18/2021	P	PROVIDENCE MEDICAL INSTITUTE	SART EXAM - D. COVARRUBIAS (DR	1,020.00

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP111821

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
547615	11/18/2021	P	REFUND VENDOR	REFUND PERMIT ELECT-21-00747 -	315.00
547616	11/18/2021	P	REFUND VENDOR	COURT ORDER RETURN OF PROPERTY	1,903.00
547617	11/18/2021	P	REFUND VENDOR	CITATION REFUND (67008319)	53.00
547618	11/18/2021	P	REFUND VENDOR	CITATION REFUND - CITATION 650	369.00
547619	11/18/2021	P	REFUND VENDOR	REFUND PERMIT ELECT-21-00842 -	102.00
547620	11/18/2021	P	REFUND VENDOR	2021 FALL REFUND JULIE CORTEZ	300.00
547621	11/18/2021	P	REFUND VENDOR	REFUND PERMIT ELECT-21-00763	477.66
547622	11/18/2021	P	REFUND VENDOR	TREE-20-00036 1156 9TH STREET	800.00
547623	11/18/2021	P	REFUND VENDOR	UAD ASSESSMENT REFUND FY 2021-	1,423.75
547624	11/18/2021	P	REFUND VENDOR	2021 FALL REFUND SHAH ANURAAG	50.00
547625	11/18/2021	P	REFUND VENDOR	UAD ASSESSMENT REFUND FY 2021-	5,465.03
547626	11/18/2021	P	REFUND VENDOR	UAD REFUND FY 2021-2022	1,785.92
547627	11/18/2021	P	REGENTS UNIVERSITY OF CALIFORNIA LOS	NURSE EDUCATOR SERVICES	2,773.01
547628	11/18/2021	P	RICHARDS WATSON & GERSHON	PUBLIC RECORDS ACT REQUESTS (S	30,699.69
547629	11/18/2021	P	RK SPORTS LLC	SPORTBALL FALL SESSION 2021 IN	5,717.40
547630	11/18/2021	P	S2 ENGINEERING INC	CONSTRUCTION MANAGEMENT SERVIC	90,989.48
547631	11/18/2021	P	SANTIAGO A CORNEJO	2021 OCTOBER TENNIS COURT WASH	2,268.00
547632	11/18/2021	P	MAUREEN SASSOON	OCCUPATIONAL HEALTH & SAFETY T	1,400.00
547633	11/18/2021	P	SEA CLEAR POOLS INC	POOL MAINTENANCE - BACKWASH SY	3,558.01
547634	11/18/2021	P	SOUTHERN CALIFORNIA EDISON	STREET LIGHTING CHARGES	14,009.07
547635	11/18/2021	P	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	46,394.77
547636	11/18/2021	P	SPCA LA	ANIMAL CONTROL SERVICES - SEPT	725.00
547637	11/18/2021	P	STATE CONTROLLER'S OFFICE	08232021	401.81
547638	11/18/2021	P	STETSON ENGINEERS INC	2020 URBAN WATER MANAGEMENT PL	5,154.50

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP111821

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
547639	11/18/2021	P	SUSAN SAXE CLIFFORD PHD	PSYCHOLOGICAL EVALUATION - V.C	425.00
547640	11/18/2021	P	SWIFTCOMPLY US OPCO INC	MAINTENANCE SERVICES	1,700.00
547641	11/18/2021	P	TAYLOR TENNIS COURTS INC	TENNIS COURT REPAIRS AND RESUR	16,275.00
547642	11/18/2021	P	THE ART BOX ACADEMY	FALL CLASSES PAYMENT	4,062.50
547643	11/18/2021	P	THE EDGE FITNESS TRAINING	MBFIT HEALTH & NUTRITION CLASS	130.00
547644	11/18/2021	P	TIME WARNER CABLE INC	CABLE SERVICE (MS)	131.67
547645	11/18/2021	P	VAN LINGEN BODY SHOP INC	TOWING SERVICE	85.50
547646	11/18/2021	P	VIGILANT SOLUTIONS LLC	REPLACEMENT OF 3 DAMAGED ALPR	9,835.74
547647	11/18/2021	P	VIP SOLUTIONS LLC	REPLACEMENT ADA POOL RAMP	5,384.63
547648	11/18/2021	P	VITAL MEDICAL SERVICES LLC	OK TO BOOK AND BLOOD DRAWS - A	3,708.00
547649	11/18/2021	P	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	71.34
547650	11/18/2021	P	WATER REPLENISHMENT DISTRICT	WATER PURCHASES	6,745.28
547651	11/18/2021	P	WEST BASIN MUNICIPAL WATER DIS	MONTHLY WATER PURCHASES	627,887.10
547652	11/18/2021	P	WEST COAST TENNIS CAMPS INC	2021 FALL WCTA LILA BRADY 1019	4,972.50
547653	11/18/2021	P	WESTERN EXTRICATION SPECIALIST INC	SMALL TOOL MAINTENANCE & REPAI	1,000.00
SUB-TOTAL WARRANT AP111821:					1,241,253.38
TOTAL WARRANT(S):					1,559,566.84

CITY OF MANHATTAN BEACH

DISBURSEMENT BY FUND

DATED 11/18/2021



Fund	Fund Description	Amount
100	General Fund	627,070.82
201	Street Lighting & Landscape Fu	14,009.07
211	Police Safety Grants Fund	9,835.74
230	Prop. A Fund	98.38
231	Prop. C Fund	93,639.48
403	Underground Assessment Distric	14,463.75
501	Water Fund	743,761.09
503	Wastewater Fund	333.22
520	Parking Fund	35,237.06
521	County Parking Lots Fund	143.01
522	State Pier and Parking Lot Fun	4,656.34
601	Insurance Reserve Fund	2,320.00
605	Information Technology Fund	192.60
610	Fleet Management Fund	85.50
615	Building Maintenance & Operati	6,384.23
711	Special Assessment UAD 12 & 14	1,785.92
712	Special Assessment UAD 19-4	5,465.03
802	Special Deposits Fund	85.60
GRAND TOTAL:		1,559,566.84

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WIRES

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
9112221	11/22/2021	W	UNION BANK	F.I.T./MEDICARE/S.I.T.	509.34
SUB-TOTAL :					509.34

WARRANT #: AP112421

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
547654	11/24/2021	P	C A RASMUSSEN INC	SEPULVEDA BRIDGE WIDENING C.A.	586,082.63
547655	11/24/2021	P	JENNIFER KALLOK	PAYROLL RUN 1 - WARRANT 211126	184.62
547656	11/24/2021	P	LA COUNTY CLERK/RECORDER	NOTARY BOND AND OATH	43.00
547657	11/24/2021	P	M B POLICE MGMT ASSC	PAYROLL RUN 1 - WARRANT 211126	525.00
547658	11/24/2021	P	M B POLICE OFFICERS ASSOCIA	PAYROLL RUN 1 - WARRANT 211126	3,496.07
547659	11/24/2021	P	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	7,479.41
547660	11/24/2021	P	MBPOA RETIREE MEDICAL REIMBURSEMENT	PAYROLL RUN 1 - WARRANT 211126	2,250.00
547661	11/24/2021	P	ROBIN L VARGAS	PAYROLL RUN 1 - WARRANT 211126	553.85
547662	11/24/2021	P	STATE DISBURSEMENT UNIT	PAYROLL RUN 1 - WARRANT 211126	539.07
547663	11/24/2021	P	STATE DISBURSEMENT UNIT	PAYROLL CHECK RUN	230.76
547664	11/24/2021	P	STATE DISBURSEMENT UNIT	PAYROLL CHECK RUN	92.30
547665	11/24/2021	P	U.S. BANK	PAYROLL RUN 1 - WARRANT 211126	4,313.13
547666	11/24/2021	P	VANTAGEPOINT TRANSFER AGENTS	PAYROLL RUN 1 - WARRANT 211126	1,667.31
547667	11/24/2021	P	ABBA TERMITE & PEST CONTROL	BEE REMOVAL & RELOCATION SERVI	195.00
547668	11/24/2021	P	ADMINISTRATIVE SERVICES COOP	OCTOBER 2021 - SUPPLEMENTAL CA	523.65
547669	11/24/2021	P	AT&T	T1 LINE TO RCC (11/7/21-12/6/2	342.02
547670	11/24/2021	P	AT&T MOBILITY	ADMIN CELL PH CHARGES OCT 2021	1,079.50
547671	11/24/2021	P	BARR COMMERCIAL DOOR REPAIR	AUTOMATIC DOOR MAINTENANCE	1,229.25
547672	11/24/2021	P	BUSINESS RECOVERY SERVICES	REMOTE PAYMENT PROCESSING SERV	897.85

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP112421

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
547673	11/24/2021	P	CA NEWSPAPER PARTNERSHIP	ADVERTISING - OCT 2021	2,080.00
547674	11/24/2021	P	CONTROL AUTOMATION DESIGN INC	SCADA SYSTEM PROGRAMMING AND M	1,360.00
547675	11/24/2021	P	DEWEY SERVICES INC	INTEGRATED PEST MANAGEMENT SER	2,505.00
547676	11/24/2021	P	EASY READER INC	NMBBID EASY READER AD	350.00
547677	11/24/2021	P	ELEVATORS ETC LP	ELEVATOR AND ESCALATOR MAINTEN	370.00
547678	11/24/2021	P	GALLS PARENT HOLDINGS LLC	FIRE DEPARTMENT UNIFORM SUPPLI	336.32
547679	11/24/2021	P	GRIFFIN STRUCTURES INC	FIRE STATION NO. 2 REPLACEMENT	3,900.00
547680	11/24/2021	P	HINDERLITER DE LLAMAS & ASSOC	HDL SALES TAX Q1/2021	6,410.50
547681	11/24/2021	P	ICMA RETIREMENT TRUST - 401	CONTRIBUTION	1,179.67
547682	11/24/2021	P	ICMA RETIREMENT TRUST - 457	457 CONTRIBUTION & LOAN PAYMEN	81,997.73
547683	11/24/2021	P	ICMA RETIREMENT TRUST 401	401 CONTRIBUTION & LOAN	12,273.19
547684	11/24/2021	P	INFOSEND INC	ELECTRONIC BILL PRESENTMENT &	4,984.65
547685	11/24/2021	P	RICHARDS WATSON & GERSHON	SEPULVEDA BRIDGE LAND ACQUISIT	9,992.20
547686	11/24/2021	P	TIME WARNER CABLE INC	CABLE SERVICE (P&R)	66.93
547687	11/24/2021	P	TINA KATCHEN GALL	COMMUNITY DEVELOPMENT AND BLOC	990.00
547688	11/24/2021	P	TOTAL ADMINISTRATION SVCS CORP	PAYROLL RUN 1 - WARRANT 211126	9,211.55
SUB-TOTAL WARRANT AP112421:					749,732.16
TOTAL WARRANT(S):					750,241.50

CITY OF MANHATTAN BEACH

DISBURSEMENT BY FUND

DATED 11/24/2021



Fund	Fund Description	Amount
100	General Fund	144,524.44
205	Streets, Highways & Sidewalks	3,254.17
230	Prop. A Fund	523.65
231	Prop. C Fund	586,117.63
402	Bond Construction Fund	3,900.00
501	Water Fund	5,181.91
503	Wastewater Fund	371.54
520	Parking Fund	425.96
521	County Parking Lots Fund	384.19
615	Building Maintenance & Operati	5,558.01
	GRAND TOTAL:	750,241.50

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WIRES

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
9112921	11/29/2021	W	UNION BANK	F.I.T./MEDICARE/S.I.T	245,209.81
SUB-TOTAL :					245,209.81

WARRANT #: AP120221

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
547689	12/2/2021	P	1 800 PACK RAT LLC	STORAGE CONTAINER RENTAL	400.72
547690	12/2/2021	P	THE ABY MANUFACTURING GROUP INC.	PUBLIC SAFETY CUSTOM BADGES	308.34
547691	12/2/2021	P	THE ABY MANUFACTURING GROUP INC.	PUBLIC SAFETY CUSTOM BADGES	482.45
547692	12/2/2021	P	ADMINSURE INC	GENERAL LIABILITY CLAIMS ADMIN	4,217.00
547693	12/2/2021	P	ADVANCED IMAGING STRATEGIES	5YR MULTIFUNCTION COPIERS & PR	796.07
547694	12/2/2021	P	AM-TEC TOTAL SECURITY INC	MONTHLY MONITORING SERVICE	511.50
547695	12/2/2021	P	ARMORCAST PRODUCTS COMPANY	WATER METER BOXES	10,745.50
547696	12/2/2021	P	AT&T MOBILITY	FIRST NET CELL PH CHGS - OCT 2	1,672.16
547697	12/2/2021	P	BARR COMMERCIAL DOOR REPAIR	THREE YEAR COMMERCIAL DOOR REP	2,263.78
547698	12/2/2021	P	BIG BELLY SOLAR LLC	BIG BELLY SOLAR TRASH/RECYCLIN	2,323.29
547699	12/2/2021	P	BRINKS INCORPORATED	ARMORED CASH TRANSPORT	986.21
547700	12/2/2021	P	BUTIER ENGINEERING INC	PECK RESERVOIR REPLACEMENT PRO	87,315.00
547701	12/2/2021	P	C A RASMUSSEN INC	SEPULVEDA BRIDGE WIDENING C.A.	194,686.95
547702	12/2/2021	P	JOHN FRANKLIN CAPEN	INVESTIGATION SERVICES	16,438.04
547703	12/2/2021	P	CCS LOS ANGELES JANITORIAL INC	JANITORIAL CONTRACT SERVICES	49,377.60
547704	12/2/2021	P	CINTAS CORPORATION NO 640	AUTOMATED HAND SANITIZER STATI	61.27
547705	12/2/2021	P	DANA STAGGS	BEGG POOL MASTERS PAYMENT	495.00
547706	12/2/2021	P	DELTA DENTAL OF CALIFORNIA	DENTAL PREMIUM - DECEMBER 2021	30,718.07
547707	12/2/2021	P	DKS ASSOCIATES	MB AVANCED TRAFFIC SIGNAL (MBA	98,399.80

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP120221

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
547708	12/2/2021	P	DOUGLAS GUIMOND	RETIREMENT PLAQUE	97.48
547709	12/2/2021	P	DUTHIE ELECTRIC SERVICES	AUXILIARY GENERATOR MAINTENANC	9,868.98
547710	12/2/2021	P	EMPLOYEE REFUND VENDOR	REIMBURSEMENT-TRAVEL EXPENSE	332.08
547711	12/2/2021	P	EMPLOYEE REFUND VENDOR	REIMBURSEMENT-TRAVEL EXPENSE	273.59
547712	12/2/2021	P	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	6,493.33
547713	12/2/2021	P	ENVIRONMENTAL SCIENCE ASSOC	COASTAL RESILIENCY PROGRAM OCT	6,592.50
547714	12/2/2021	P	FELICIA ANN VILLARREAL	NMBBID EXECUTIVE COORDINATOR	4,909.02
547715	12/2/2021	P	FERGUSON ENTERPRISES INC	FIRE HYDRANTS	18,177.00
547716	12/2/2021	P	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	933.59
547717	12/2/2021	P	GAIL MINDY WINTHROP	WATER AEROBICS PAYMENT	560.00
547718	12/2/2021	P	GALLS PARENT HOLDINGS LLC	FIRE DEPARTMENT UNIFORM SUPPLI	964.49
547719	12/2/2021	P	GENERAL PUMP CO INC	ON-CALL PUMP SERVICES FOR VARI	11,529.42
547720	12/2/2021	P	GEOSYNTEC CONSULTANTS INC	PROJECT MANAGEMENT BEACH CITIE	27,924.56
547721	12/2/2021	P	GRIFFIN STRUCTURES INC	FIRE STATION NO. 2 REPLACEMENT	21,146.62
547722	12/2/2021	P	HDR ENGINEERING INC	SEPULVEDA BRIDGE WIDENING PROJ	14,489.71
547723	12/2/2021	P	IPS GROUP INC	PARKING METER FEES, PARTS & LA	25,869.10
547724	12/2/2021	P	KOA CORPORATION	MARINE AVENUE AT CEDAR AVENUE	34,734.88
547725	12/2/2021	P	L A COUNTY ASSESSOR	PARCEL MAPS	18.00
547726	12/2/2021	P	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	29,375.47
547727	12/2/2021	P	MBX FOUNDATION INC	NMBBID AD FOR MCHS BOYS BASKET	400.00
547728	12/2/2021	P	MCGOWAN CONSULTING LLC	BEACH CITIES WATERSHED MANAGEM	15,305.70
547729	12/2/2021	P	MCGRATH RENTCORP	MBAC 36 MONTHS TRAILER LEASE 1	474.52
547730	12/2/2021	P	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE MAINTENANCE SERVICES	64,568.35
547731	12/2/2021	P	MILAN A COLLINS	COVID-19 ONSITE DIAGNOSTIC TE	17,800.00

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP120221

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
547732	12/2/2021	P	NANCY K BOHL INCORPORATED	PUBLIC SAFETY EMPLOYEE ASSISTA	500.00
547733	12/2/2021	P	NATEC INTERNATIONAL INC	CAL/OHSA REQUIRED SAFETY TRAIN	1,395.00
547734	12/2/2021	P	RAFTELIS FINANCIAL CONSULTANTS INC	2020 WATER MASTER PLAN UPDATE	3,472.50
547735	12/2/2021	P	REFUND VENDOR	PARKING METER REFUND - 239 (ME	3.25
547736	12/2/2021	P	REFUND VENDOR	PARKING METER REFUND - 036 (ME	11.50
547737	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547738	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547739	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547740	12/2/2021	P	REFUND VENDOR	UB REFUND - 30-0373010-03	327.51
547741	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547742	12/2/2021	P	REFUND VENDOR	REFUND FOR RMB ACCT FA# 133070	163,550.90
547743	12/2/2021	P	REFUND VENDOR	UB REFUND - 69-0446015-04	164.00
547744	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547745	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547746	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547747	12/2/2021	P	REFUND VENDOR	UB REFUND - 64-0502010-06	100.40
547748	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547749	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547750	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547751	12/2/2021	P	REFUND VENDOR	AMBULANCE OVERPAYMENT (SAMUEL	2,570.00
547752	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547753	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547754	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547755	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP120221

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
547756	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547757	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547758	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547759	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547760	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547761	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547762	12/2/2021	P	REFUND VENDOR	UB REFUND - 62-0004019-16	101.37
547763	12/2/2021	P	REFUND VENDOR	UB REFUND - 45-0160011-04	2,863.63
547764	12/2/2021	P	REFUND VENDOR	UB REFUND - 11-0714000-00	107.54
547765	12/2/2021	P	REFUND VENDOR	UB REFUND - 61-0995028-10	804.36
547766	12/2/2021	P	REFUND VENDOR	FACIAL COVERING CITATION REFUN	100.00
547767	12/2/2021	P	ROSEMARY A LACKOW	MINUTES SECRETARY - CULTURAL A	584.00
547768	12/2/2021	P	S B FIRE CHIEFS ASSOCIATION	SOUTH BAY FIRE CHIEF'S ASSOCIA	200.00
547769	12/2/2021	P	SA ASSOCIATES	PROJECT MANAGEMENT CONSULTANT	23,017.50
547770	12/2/2021	P	SEA CLEAR POOLS INC	WEEKLY POOL MAINTENANCE	675.00
547771	12/2/2021	P	SELECTIVE GIFT INSTITUTE	EMPLOYEE SERVICE AWARDS	82.13
547772	12/2/2021	P	SHOETERIA INC	SAFETY BOOTS	330.39
547773	12/2/2021	P	SOUTH COAST EMERGENCY VEHICLE SERVICES	EMERGENCY VEHICLE SERVICE, MAI	4,867.37
547774	12/2/2021	P	STANDARD INSURANCE COMPANY	SHORT TERM DISABILITY PREMIUM	1,611.56
547775	12/2/2021	P	STANDARD INSURANCE COMPANY	LIFE, AD&D, LTD PREMIUMS - DEC	12,073.19
547776	12/2/2021	P	STANTEC CONSULTING INC	PECK RESERVOIR REPLACEMENT PRO	23,764.50
547777	12/2/2021	P	STRAIGHTLINE BACKFLOW INC	BACKFLOW TESTING	120.00
547778	12/2/2021	P	SUEZ WTS SERVICES USA INC	WATER SYSTEMS TECHNOLOGIES	105.12
547779	12/2/2021	P	SUPERIOR COURT OF CA-CO OF LA	CITATION SURCHARGE - OCTOBER 2	50,591.90

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP120221

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
547780	12/2/2021	P	THE CODE GROUP INC	BLDG PLAN CHECK - OCT 2021	23,672.94
547781	12/2/2021	P	TURBO DATA SYSTEMS INC	PARKING CITATION PROCESSING CO	10,500.45
547782	12/2/2021	P	UNDERGROUND SERVICE ALERT OF SOUTHERN	UNDERGROUND SCHEMATIC NOTIFICA	460.45
547783	12/2/2021	P	UNIFIRST CORPORATION	UNIFORM AND SAFETY MAT RENTAL-	1,347.97
547784	12/2/2021	P	UNITED PARCEL SERVICE	DELIVERY SERVICE	113.13
547785	12/2/2021	P	UNITED RENTALS NORTHWEST INC	BOOM RENTAL-PIER LIGHTING	1,870.79
547786	12/2/2021	P	US BANK	COP METLOX AND WATER/WASTEWATE	2,266.67
547787	12/2/2021	P	US BANK NA	FUEL PURCHASES OCT 2021	1,568.95
547788	12/2/2021	P	VERIZON CALIFORNIA INC	SCADA COMMUNICATIONS	14,179.47
547789	12/2/2021	P	VERIZON CALIFORNIA INC	16 LINES FOR ALPRS (9/24-10/23	1,394.22
547790	12/2/2021	P	VISION SERVICE PLAN - (CA)	VISION PREMIUM - DECEMBER 2021	3,936.61
547791	12/2/2021	P	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	5,892.86
547792	12/2/2021	P	WASTE MANAGEMENT INC	REFUSE CHARGES	341.10
547793	12/2/2021	P	WECK ANALYTICAL ENVIRONMENTAL SERVICES	RESERVOIR TESTING	486.25
547794	12/2/2021	P	WEST BASIN MUNICIPAL WATER DIS	TITLE 22 GROUNDWATER QUALITY M	250.00
547795	12/2/2021	P	WEST BASIN WATER ASSOCIATION	ANNUAL MEMBER DUES AND ASSESSM	1,131.00
547796	12/2/2021	P	WEST COAST ARBORISTS INC	TREE MANAGEMENT SERVICES	53,612.00
547797	12/2/2021	P	WESTMED AMBULANCE INC	AMBULANCE SERVICE - SEP 2021	112,860.00
547798	12/2/2021	P	WOLFF LANG CHRISTOPHER	FIRE STATION 2 DESIGN DEVELOPM	12,300.00
547799	12/2/2021	P	ZONAR SYSTEMS INC	FLEET SUPPLIES	4,095.30
SUB-TOTAL WARRANT AP120221:					1,363,411.92
TOTAL WARRANT(S):					1,608,621.73

CITY OF MANHATTAN BEACH

DISBURSEMENT BY FUND

DATED 12/02/2021



Fund	Fund Description	Amount
100	General Fund	898,692.99
205	Streets, Highways & Sidewalks	17,897.88
231	Prop. C Fund	224,028.66
234	Measure M	98,399.80
401	Capital Improvement Fund	12,300.00
402	Bond Construction Fund	21,146.62
501	Water Fund	179,482.44
502	Stormwater Fund	47,667.70
503	Wastewater Fund	11,513.09
520	Parking Fund	35,244.72
521	County Parking Lots Fund	3,527.96
522	State Pier and Parking Lot Fun	12,956.76
601	Insurance Reserve Fund	10,710.33
610	Fleet Management Fund	5,764.25
615	Building Maintenance & Operati	28,648.07
802	Special Deposits Fund	640.46
GRAND TOTAL:		1,608,621.73

CITY OF MANHATTAN BEACH PAYROLL
PAY PERIOD: 11/06/21 TO 11/19/21
PAY DATE: 11/26/21

NET PAY 937,744.77

CITY OF MANHATTAN BEACH



DISBURSEMENT BY FUND

DATED 11/19/2021

Fund	Fund Description	Amount
100	General Fund	1,226,974.21
210	Asset Forfeiture Fund	528.60
230	Prop. A Fund	15,077.25
501	Water Fund	39,005.90
502	Stormwater Fund	2,665.35
503	Wastewater Fund	11,197.42
520	Parking Fund	3,323.32
521	County Parking Lots Fund	1,063.40
522	State Pier and Parking Lot Fun	1,063.52
601	Insurance Reserve Fund	14,890.69
605	Information Technology Fund	53,260.22
610	Fleet Management Fund	9,721.66
615	Building Maintenance & Operati	17,135.05
801	Pension Trust Fund	7,888.07
GROSS PAYROLL:		1,403,794.66
PAYROLL DEDUCTIONS:		(466,049.89)
NET PAYROLL:		937,744.77



Agenda Date: 12/21/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

George Gabriel, Assistant to the City Manager

SUBJECT:

Update on Homelessness Initiatives and Consideration of the Following Initiatives:

- a) A Resolution Approving a Memorandum of Understanding in the Amount of \$216,000 with the South Bay Cities Council of Governments for Measure H Grant Funding to Provide Homelessness Case Management Services to the Cities of Manhattan Beach, Hermosa Beach, El Segundo and Redondo Beach;
- b) A Resolution Approving Amendment No. 2 to the Professional Services Agreement with Harbor Interfaith Services for Measure H Grant Funded Homeless Case Management and Housing Navigation Services at a Cost Not-to-Exceed \$70,000 (City Manager Moe).

A) ADOPT RESOLUTION NOS. 21-0118 AND 21-0119

B) AUTHORIZE THE CITY MANAGER TO NEGOTIATE TERMS AND EXECUTE AGREEMENTS

C) APPROPRIATE FUNDS

RECOMMENDATION:

Staff recommends that the City Council:

- a) Adopt Resolution Nos. 21-0118 approving a Memorandum of Understanding in the amount of \$216,000 with the South Bay Cities Council of Governments for Measure H grant funding to provide homelessness case management services to the cities of Manhattan Beach, Hermosa Beach, El Segundo and Redondo Beach;
- b) Adopt Resolution Nos. 21-0119 approving Amendment No. 2 to the Professional Services Agreement with Harbor Interfaith Services for Measure H grant funded homeless case management and housing navigation services at a cost not-to-exceed \$70,000;
- c) Authorize the City Manager to negotiate terms and execute both agreements; and
- d) Appropriate \$216,000 from unreserved General Fund balance and approve a budget adjustment for grant reimbursement funds.

FISCAL IMPLICATIONS:

There is no net fiscal impact associated with the recommended actions. The \$216,000 expenditure appropriation will be offset by Measure H grant funding through the South Bay Cities Council of Governments (SBCCOG). In order to spend grant funds, a City Council action to appropriate funds from the unreserved General Fund balance is necessary.

BACKGROUND:

The City has taken an active role in addressing homelessness both strategically and regionally. In doing so, the City is doing everything possible to assist homeless individuals in obtaining the services needed while 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;
- Appointed a Homelessness Liaison responsible for homelessness initiatives and concerns;
- Participated in the Greater Los Angeles Homeless Counts 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) conducting 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 a “Homeless Outreach” unit in the Police Department, across daytime and graveyard shifts, to specifically address homeless calls for service;
- 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 (i.e. South Bay Beach Cities Homelessness Project) contract with the County of Los Angeles that provides homeless coordination, case management and trainings in the beach cities of Manhattan, Hermosa and Redondo.
- In conjunction with the above grant, developed specifications in order to obtain proposals from qualified service providers to assist in moving people off the streets into interim and permanent housing. As a result, 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.

- The development of internal city-level homelessness response protocols and beach city regional response;
 - Tailored training material and instructors to lead training sessions with staff;
 - An annual homelessness stakeholder roundtable/community meeting;
 - Two full-time Homeless Outreach Housing Navigator to assist homeless individuals and families by getting individual “document ready;” and make successful referrals to interim housing, treatment centers, and permanent housing.
- Approved a Memorandum of Understanding (MOU) between the City of Manhattan Beach, the City of Redondo Beach and the City of Hermosa Beach to implement the South Bay Beach Cities Homelessness Project for homeless coordination, housing navigation and training services;
 - Developed a regional response document that focuses on the South Bay Beach Cities 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;
 - 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;
 - Conducted community and staff trainings to learn about the local response and partnerships forming to support people experiencing homelessness;
 - Explored the use of homeless court services with the City of Redondo Beach and the Los Angeles County District Attorney;
 - Approved an agreement with Harbor Interfaith Services for dedicated homeless case management and housing navigation services to Manhattan Beach in the amount of \$66,390; and
 - Approved an agreement with Emotional Health Association (doing business as SHARE! Self Help and Recovery Exchange) for housing placement services in the amount of \$19,320.

DISCUSSION:

Since November 1, 2019, the City has utilized Measure H grant funding to provide homeless coordination, case management (i.e. street outreach) and training services for our regional homeless population in Manhattan Beach, Redondo Beach and Hermosa Beach. This first round of Measure H grant funding was scheduled to end on December 31, 2021.

To continue these services in the future, the City of Manhattan Beach applied for the second round of Measure H grant funding with the South Bay Cities Council of Government (SBCCOG) who has been tasked with distributing County grant funding totaling \$1,905,000 to SBCCOG cities.

To further strengthen the regional partnership to address homelessness, the City of Manhattan Beach added the City of El Segundo and applied for two projects on behalf of the cities of Hermosa Beach, Redondo Beach, and El Segundo. The two projects and respective funding requests were as follows:

1. South Bay Outreach and Housing Services - \$404,741
2. South Bay Housing Initiative Court - \$474,429

On October 4, 2021, the SBCCOG recommended the award of \$216,000 in grant funding for two out of the four requested dedicated outreach workers. However, the South Bay Housing Initiative Court was not recommended at this time as jurisdictional issues with the District Attorney need to be addressed beforehand.

To ensure the City can accept the grant funding, the City of Manhattan Beach must sign on to the Memorandum of Understanding with the SBCCOG along with the cities of Hermosa Beach, Redondo Beach and El Segundo. Most notably, the MOU stipulates:

- The City of Manhattan Beach will serve as the lead city in this multi-jurisdictional program to provide homeless case management services for the cities of El Segundo, Manhattan Beach, Hermosa Beach, and Redondo Beach;
- The grant funds will be divided into two Tranches. Tranche 1 will be for \$70,000 for the first 6 months of the MOU. Tranche 2 will be for the remaining \$146,000 for the last 12 months of this MOU. However, Tranche 2 will only be available once the SBCCOG and County of Los Angeles contract is extended, and agree to the last 12-month deliverables as an addendum to this MOU; and
- Notable metrics and outcomes required for the beach cities to reach include:
 - 50 unduplicated clients serviced in outreach;
 - 30 unduplicated clients added to Coordinated Entry System;
 - 30 unduplicated clients receive case management services;
 - 20 unduplicated clients housed in interim housing; and
 - 8 unduplicated clients permanently.

To provide these services, staff has prepared an amendment to the agreement with the City's homeless services provider, Harbor Interfaith Services, extending the term from December 31, 2021 to June 30, 2022 and adding the scope of services contained in the SBCCOG's MOU.

Original Grant Funding

Council will recall that the City was awarded 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. Of the \$330,666 in grant funds, \$324,053 were awarded to HIS to provide the services required in the grant. HIS currently projects that \$272,546 will be expended by the end of December 2021. This amounts to \$51,506 available in unutilized grant funding. However, pursuant to the County of Los Angeles Board of Supervisors motion on December 7, 2021, cities, such as the City of Manhattan Beach, with underspending in their agreement have an opportunity to request a no cost extension for an extended term through December 31, 2022. Therefore, staff will be applying for a no-cost extension to ensure the remaining \$51,506 in grant funding is available to the beach cities.

CONCLUSION:

Staff recommends that the City Council:

- a) Adopt Resolution Nos. 21-0118 approving a Memorandum of Understanding in the amount of \$216,000 with the South Bay Cities Council of Governments for Measure H

- grant funding to provide homelessness case management services to the cities of Manhattan Beach, Hermosa Beach, El Segundo and Redondo Beach;
- b) Adopt Resolution Nos. 21-0119 approving Amendment No. 2 to the Professional Services Agreement with Harbor Interfaith Services for Measure H grant funded homeless case management and housing navigation services at a cost not-to-exceed \$70,000;
 - c) Authorize the City Manager to negotiate terms and execute agreements; and
 - d) Appropriate \$216,000 from unreserved General Fund balance and approve a budget adjustment for grant reimbursement funds.

LEGAL REVIEW:

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

ATTACHMENTS:

- 1. Resolution No. 21-0018
- 2. Memorandum of Understanding - SBCCOG
- 3. Resolution No. 21-0019
- 4. Amendment No. 2 - Harbor Interfaith Services
- 5. County Board of Supervisors Motion on December 7, 2021

RESOLUTION NO. 21-0118

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MANHATTAN BEACH AND THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) UNDER WHICH THE SBCCOG PROVIDES TO THE CITY \$216,000 FOR HOMELESSNESS CASE MANAGEMENT SERVICES

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Memorandum of Understanding between the City of Manhattan beach and the south bay cities council of governments dated January 1, 2022, under which the SBCCOG provides to the City \$216,000 to use for homelessness case management services.

SECTION 2. The Council hereby authorizes and directs the City Manager to execute the Agreement on behalf of the City substantially in the form attached to the staff report.

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

ADOPTED on December 21, 2021

AYES:
NOES:
ABSENT:
ABSTAIN:

HILDY STERN
Mayor

ATTEST:

LIZA TAMURA
City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE
BEACH CITIES REGARDING USE OF SBCCOG’S ALLOCATED COUNTY OF LOS
ANGELES INNOVATION GRANT FUNDS TO IMPLEMENT THE CITIES’ CASE
MANAGEMENT PROJECT**

This Memorandum of Understanding (“MOU”) dated as of the 1st_ of January 2022, is between the South Bay Cities Council of Governments (“SBCCOG”), a joint powers authority, and the Beach Cities (defined as, Manhattan Beach, El Segundo, Hermosa Beach, and Redondo Beach)(“Cities”), chartered municipal corporations, (collectively, the “Parties”).

RECITALS

- A. On July 13, 2021, the Board of Supervisors unanimously approved the Fiscal Year (FY) 2021-22 Homeless Initiative Funding Recommendations, which included funding for COGs in Homeless Initiative Strategy E7: Strengthen the Coordinated Entry System, for (1) Regional Homelessness Coordination and (2) Innovation. The South Bay Cities COG (SBCCOG) was awarded \$1,905,000 for 18 months from January 1, 2022 through June 30, 2023.
- B. The SBCCOG released a call for projects to utilize its allocation of Innovation Grant Funds.
- C. In August 2021, Manhattan Beach, acting as the lead city, submitted a proposal to SBCCOG to obtain funding for its Beach Cities Case Management Project.
- D. It is anticipated that in December 2021, the SBCCOG and the County of Los Angeles will enter into a contract with respect to use of the Innovation Grant Funds for 6 months only (Contract Number AO-20-600 (Exhibit 1 Statement of Work: Innovation Funds).)
- E. The SBCCOG awarded the Cities \$216,000 for 18 months of its Innovation Grant Funds to be used on the Cities’ two Homeless Case Managers (the "Grant Funds"). The Grant Funds will be divided into two Tranches. Tranche 1 will be for \$70,000 for the first 6 months of this MOU. Tranche 2 will be for the remaining \$146,000 for the last 12 months of this MOU. However, Tranche 2 will only be available once the SBCCOG and County of Los Angeles contract is extended, and the Parties agree to the last 12-month deliverables as an addendum to this MOU.
- F. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to the Grant Funds.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the SBCCOG and the Cities hereto agree as follows:

I. TERM:

This MOU shall be effective as of January 1, 2022, and shall remain in full force and effect until June 30, 2023 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the Contract Number AO-20-600 (Exhibit 1 Statement of Work Task 5: Innovation Funds as agreed to by the County of Los Angeles and the SBCCOG). The Grant Funds will be divided into two Tranches. Tranche 1 will be for \$70,000 for the first 6 months of this MOU. Tranche 2 will be for the remaining \$146,000 for the last 12 months of this MOU. However, Tranche 2 will only be available once the SBCCOG and County of Los Angeles contract is extended, and the Parties agree to the last 12-month deliverables as an addendum to this MOU.

II. CITY RESPONSIBILITIES:

- A. The Cities shall use the Grant Funds to fund two Homeless Case Managers as set forth in the Scope of Work, which is attached hereto as Exhibit 1.
- B. The Cities shall determine an outreach plan in accordance with Exhibit I.
- C. The Cities shall fulfill performance and reporting requirements to SBCCOG in accordance with Exhibit 1.
- D. The Cities shall provide an existing City staff representative from each City to coordinate regional homeless efforts. The City staff representatives are collectively referred to as the “Cities Implementation Team.”
- E. Manhattan Beach will be the lead agency in respect to contracting with the County for the Grant Funds and administration of the Grant Funds. Manhattan Beach will process/submit reimbursement requests to the SBCCOG, and submit quarterly and final reports to the County.
- F. The Cities hereby warrants, represents, and covenants that it will comply with all applicable local, state, or federal guidelines, regulations, requirements, and statutes and/or as required under the laws or regulations relating to the source of the Grant Funds to be transferred by the County to the SBCCOG to the Cities pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU.
- G. The Cities shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU. SBCCOG shall have access to the records upon request.

III. SBCCOG RESPONSIBILITIES:

- A. The SBCCOG shall monitor the Cities’ Case Management Project to ensure the timeliness of deliverables in accordance with Exhibit 1.

- B. The SBCCOG shall provide the Cities with a reporting template format for the submission of quarterly reports in accordance with Exhibit 1.
- C. The SBCCOG shall reimburse the lead agency (City of Manhattan Beach) on a monthly basis for Tranche 1 expenses amounting to \$70,000 in the period of January 1, 2022 – June 30, 2022. If Tranche 2 expenses amounting to \$146,000 in the period of July 1, 2022 – June 30, 2023 is extended by the County to the SBCCOG, the SBCCOG shall reimburse Tranche 2 expenses on a monthly basis as well.
- D. The SBCCOG shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU.
- E. The SBCCOG shall not be responsible for payment to the Cities for Tranche 2 if the SBCCOG contract with the County is not extended.

IV. THIRD PARTY LIABILITY AND INDEMNIFICATION:

- A. The Parties agree to indemnify, defend, and hold harmless each other, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each entity arising from or related to this MOU. Neither entity shall indemnify the other entity for that other entity's own negligence or willful misconduct.
- B. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Government Code Section 895), each of the entities parties hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2. To achieve the above stated purpose, each entity indemnifies, defends, and holds harmless each entity for any liability, cost, or expense that may be imposed upon such other entity solely by virtue of Section 895.2. The provision of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

V. MISCELLANEOUS:

- A. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each entity; provided, however, neither entity may assign its respective rights or obligations under this MOU without prior written consent of the other entity.
- B. This MOU (including for the purpose of clarity, the recitals, to this MOU), contains the entire agreement between the SBCCOG and the City with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein and referred to herein.

- C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each entity; no oral understanding or agreement not incorporated herein shall be binding on either of the entities.
- D. The SBCCOG and the Cities hereby certify compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.
- E. In the event an entity defaults in the performance of any of its obligations under this MOU or materially breaches any of the provisions of this MOU, the non-breaching entity may enforce this MOU through any available remedies.
- F. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- G. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given to the individuals identified for each entity. All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid, and addressed as below. Any notices, correspondence, reports, and/or statement authorized or required by this MOU, addressed in any other fashion shall be deemed not given.

South Bay Cities Council of Governments:

South Bay Cities Council of Governments
 2355 Crenshaw Blvd., Suite 125
 Torrance, CA 90501
 Attn: Jacki Bacharach

Beach Cities:

City of Manhattan Beach
 1400 Highland Ave
 Manhattan Beach, CA 90266
 Attn: George Gabriel

- H. In an action or proceeding to enforce or interpret any provision of this MOU, the entities shall bear their own attorney's fees, costs, and expenses.
- I. The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this MOU, the laws of the State of California shall apply and the Venue shall be Los Angeles County.
- J. Either entity shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other entity, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the entity not performing.

- K. Each entity agrees that the insurance held by the other, whether commercial or self-insurance is sufficient for the purpose of this MOU.
- L. This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.
- M. Authority and Signatures: The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the entity they represent to the terms of this MOU, and do so commit by signing.

(Signatures on Following Page)

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: _____ Date: _____
Drew Boyles, SBCCOG Chair

ATTEST:

By: _____
Jacki Bacharach, Executive Director/Board Secretary

APPROVED AS TO FORM:

By: _____
Michael Jenkins, Legal Counsel

CITY OF MANHATTAN BEACH

By: _____ Date: _____
Hildy Stern, Mayor

ATTEST:

By: _____
Bruce Moe, City Manager

CITY OF EL SEGUNDO

By: _____
Drew Boyles, Mayor

Date: _____

ATTEST:

By: _____
Scott Mitnick, City Manager

CITY OF HERMOSA BEACH

By: _____
Michael Detoy, Mayor

Date: _____

ATTEST:

By: _____
Suja Lowenthal, City Manager

CITY OF REDONDO BEACH

By: _____
Bill Brand, Mayor

Date: _____

ATTEST:

By: _____
Mike Witzansky, City Manager

Exhibit 1: Task 5 of the SBCCOG SOW with Los Angeles County
 Deliverables and Pricing for Tranche 1. Tranche 2 Deliverables and Pricing Addendum to be added if SBCCOG contract with Los Angeles County is extended to June 30, 2023.

Task 5: Beach Cities Dedicated Case Management Services (Priority Area 2)		
<p>Program Description: Manhattan Beach will serve as the lead city in this multi-jurisdictional program to provide consistent case management, decrease burden of homeless calls to police, have closer linkage between outreach activity and city stakeholders, and increase housing placements for cities of El Segundo, Manhattan Beach, Hermosa Beach, and Redondo Beach). This MOU will provide funding for two full-time case managers to provide this additional coverage.</p> <p>Potential risks and mitigation plans: Labor supply competition. Mitigation: Consider creating regional Labor Pool Funds to benchmark starting salaries to LAHSA.</p>		
	Deliverables/Performance Targets	Timeline
5.a	Signed contract with service provider(s)	January 2022
5.b	Hire Case Managers if not already hired	February 2022
5.c	Complete the Training Program Design (include abundant case studies) or utilize service provider training program.	February 2022
5.d	Conduct Staff Training – 2 Weeks Intensive Training including shadowing a service provider, or as prescribed by service provider	Feb/Mar. 2022
5.e	Finalize an Outreach Plan if needed	March 2022
5.f	Maintain a client ratio of 1:25 (Case Manager to Clients)	March 2022
5.g	Complete Housing Plans for all clients including income plans, for all clients (Social Security Income, Disability Income, Job Assistance, Housing Vouchers, document support, and legal aid (background checks and credit checks)	To be reported in Quarterly Reports
5.h	Complete Behavioral Health Plans for all cases (mental health, substance abuse, IHSS, medication administration plan, Medi-Cal)	Ongoing
5.i	<p>Quarterly Report detailing metrics and outcomes, progress on behavioral health plans, and progress on participants' housing timeline – including anticipated housing dates. Other data, including demographic data and service linkages should be queryable in HMIS by SBCCOG.</p> <ul style="list-style-type: none"> • At least 50 unduplicated clients are serviced in outreach. • At least 30 unduplicated clients are added to CES • At least 30 unduplicated clients receive case management services • At least 20 unduplicated clients are housed in interim housing • At least 8 unduplicated clients are permanently housed (include destinations: emergency housing voucher, rapid rehousing, reunification, permanent supportive housing, etc.) 	Quarterly Contract Period

TASK 5: Beach Cities Dedicated Case Managers Project

OPERATIONS COSTS	
Outreach/Navigators (2 FTE) and admin - Subcontract	\$70,000
PROGRAM OPERATIONS COSTS	\$70,000
TOTAL PROGRAM COSTS	\$70,000

DRAFT

RESOLUTION NO. 21-0119

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND HARBOR INTERFAITH SERVICES FOR GRANT FUNDED HOMELESS CASE MANAGEMENT AND HOUSING NAVIGATION SERVICES

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves Amendment No. 2 to the Agreement between the City of Manhattan Beach and Harbor Interfaith Services dated December 30, 2021, for grant funded Homeless Case Management and Housing Navigation Services in an amount not to exceed \$70,000.

SECTION 2. The Council hereby authorizes and directs the City Manager to execute the Agreement on behalf of the City substantially in the form attached to the staff report.

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

ADOPTED on December 21, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

HILDY STERN
Mayor

ATTEST:

LIZA TAMURA
City Clerk

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND HARBOR INTERFAITH
SERVICES TO EXTEND THE TERM, ADD ADDITIONAL SERVICES, AND TO
INCREASE COMPENSATION

This Second Amendment (“Amendment No. 2”) to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation (“City”) and Harbor Interfaith Services, Inc. a California non-profit corporation (“Contractor”) (collectively, the “Parties”) is hereby entered into as of December 21, 2021 (“Effective Date”).

RECITALS

A. In July 2019, the Los Angeles County Homeless Initiative Unit and United Way authorized providing a grant of \$330,666 (“Initial Grant”) to the cities of Manhattan Beach, Redondo Beach, and Hermosa Beach for homeless plan implementation services, which amount was shared by each City. The Cities agreed that Manhattan Beach would administer the grant funds.

B. On November 1, 2019, the City and Contractor entered into an agreement for professional services (“Original Agreement”) for the Contractor to provide homeless services (“Services”) at a cost not to exceed \$324,053.

C. On February 27, 2021, the City and Contractor executed an Amendment No. 1 to the Agreement extending the term of the Agreement through December 31, 2021. The Original Agreement, as amended by Amendment No. 1, is referred to as the “Agreement.”

D. On August 10, 2021, the City, acting as the lead city on behalf of the cities of El Segundo, Hermosa Beach, and Redondo Beach, submitted a proposal to South Bay Cities Council of Governments (SBCCOG) to continue grant funded case management homeless outreach services to the region.

E. The SBCCOG awarded grant funds in the amount of \$216,000 (“Second Grant”) for an additional 18 months to be used on case management homeless outreach services.

F. On December 21, 2021, the Manhattan Beach City Council will consider approving a Memorandum of Understanding between the SBCCOG on the one hand, and the City and the cities of El Segundo, Hermosa Beach, and Redondo Beach on the other hand, related to the grant funds.

G. The Parties now desire to amend the Agreement to: (a) extend the term of the Agreement; (b) amend the Scope of Services to add additional services (“Additional Services”); and (c) compensate Contractor for such Additional Services.

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

Section 1. Extension. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through June 30, 2022, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Scope of Services. The "Scope of Services" attached as Exhibit A to the Agreement is hereby supplemented by adding the "Scope of Additional Services", attached hereto as Exhibit C and incorporated by this reference.

Section 3. Additional Compensation. Section 3A of the Agreement (Compensation) is hereby amended to read as follows:

"A. Compensation.

1. 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 B. In no event shall Consultant be paid more than \$324,053 for such Services.
2. As full compensation for Additional Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit D. In no event shall Consultant be paid more than \$216,000 for such Additional Services.
3. The "Maximum Compensation" to be paid Contractor for the Services and Additional Services shall not exceed \$540,053.

Section 4. Payment Subject to City Receiving Grant Funds. Contractor acknowledges and agrees that City shall have no obligation to pay Contractor from any source of funds other than the Initial Grant and Second Grant.

Section 5. The Approved Fee Schedule (Exhibit B) of the Agreement is hereby supplemented by the Approved Additional Fee Schedule attached hereto as Exhibit D and incorporated by this reference.

Section 6. All exhibits attached hereto are hereby incorporated by this reference. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Amendment No. 2 on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Contractor:

Harbor Interfaith Services, Inc.
a California non-profit corporation

By: _____

Name: Bruce Moe
Title: City Manager

By: _____

Name: Tahia Hayslet
Title: Executive Director

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

**EXHIBIT C
SCOPE OF ADDITIONAL SERVICES**

Task 5: Beach Cities Dedicated Case Management Services (Priority Area 2)		
Program Description: Manhattan Beach will serve as the lead city in this multi-jurisdictional program to provide consistent case management, decrease burden of homeless calls to police, have closer linkage between outreach activity and city stakeholders, and increase housing placements for cities of El Segundo, Manhattan Beach, Hermosa Beach, and Redondo Beach). This agreement will provide for two full-time case managers to provide this additional coverage. Harbor Interfaith Services will serve as the subcontractor to execute Manhattan Beach’s responsibilities within a separate MOU with the South Bay Cities Council of Governments and provide the two full-time case manager.		
	Deliverables/Performance Targets	Timeline
5.a	Signed contract with service provider(s)	January 2022
5.b	Hire Case Managers if not already hired	February 2022
5.c	Complete the Training Program Design (include abundant case studies) or utilize service provider training program.	February 2022
5.d	Conduct Staff Training – 2 Weeks Intensive Training including shadowing a service provider, or as prescribed by service provider	Feb/Mar. 2022
5.e	Finalize an Outreach Plan if needed	March 2022
5.f	Maintain a client ratio of 1:25 (Case Manager to Clients)	March 2022
5.g	Complete Housing Plans for all clients including income plans, for all clients (Social Security Income, Disability Income, Job Assistance, Housing Vouchers, document support, and legal aid (background checks and credit checks)	To be reported in Quarterly Reports
5.h	Complete Behavioral Health Plans for all cases (mental health, substance abuse, IHSS, medication administration plan, Medi-Cal)	Ongoing
5.i	Quarterly Report detailing metrics and outcomes, progress on behavioral health plans, and progress on participants’ housing timeline – including anticipated housing dates. Other data, including demographic data and service linkages should be queryable in HMIS by SBCCOG. <ul style="list-style-type: none"> • At least 50 unduplicated clients are serviced in outreach. • At least 30 unduplicated clients are added to CES • At least 30 unduplicated clients receive case management services • At least 20 unduplicated clients are housed in interim housing • At least 8 unduplicated clients are permanently housed (include destinations: emergency housing voucher, rapid rehousing, reunification, permanent supportive housing, etc.) 	Quarterly Contract Period

**EXHIBIT D
APPROVED FEE SCHEDULE FOR ADDITIONAL SERVICES**

For services satisfactorily provided associated with the South Bay Cities Council of Governments Grant for homeless case management services, City shall pay Contractor an amount not-to-exceed \$70,000 with monthly fees totaling \$10,464.98 in accordance with the following fee schedule.

1. For salary, taxes and benefit costs associated with the Contractor, City shall pay Contractor a flat monthly fee of 9,578.32.
2. For staff administrative fees, City shall pay Contractor a flat monthly fee of \$886.66.

For reimbursable costs over the duration of the agreement such as: mileage, office supplies, reproduction, technology, insurance, client incentives, motel vouchers, utilities, and postage, City shall reimburse Contractor an amount not to exceed \$7,210.12.

DRAFT

MOTION BY SUPERVISORS HILDA L. SOLIS AND

December 7, 2021

KATHRYN BARGER

Continuing Support For Cities' Homeless Programs

Cities are key partners and provide a unique perspective on solutions to homelessness. As such, in June 2017, the Board of Supervisors (Board) directed the Chief Executive Office (CEO) to allocate homeless planning grants for cities in the Los Angeles Continuum of Care. Out of 47 cities that were awarded grants, a total of 41 cities submitted Homelessness Plans that aim to prevent and combat homelessness. In September 2018, the Board approved \$9 million of Measure H funds to support the successful implementation of the cities' Homelessness Plans, which aligned with the County's Homeless Initiative strategies.

In December 2020, the CEO exercised its delegated authority to extend city contracts through December 31, 2021, to provide additional time for cities to use the funds previously allocated to support the cities' Homelessness Plans. However, there have been continuing challenges in implementing the funded programs due to longer-than-anticipated ramp-up times and the COVID-19 Pandemic. As a result, many grantee cities

MOTION

SOLIS _____

KUEHL _____

HAHN _____

BARGER _____

MITCHELL _____

need additional time to expend funding allocated to address specific needs identified in their Homelessness Plans. Therefore, an additional no-cost extension through December 31, 2022, is necessary to allow cities the opportunity to fully expend their allocated funding.

WE, THEREFORE, MOVE that the Board of Supervisors:

1. Waive the retroactive contracting policy (Board Policy 5.015) for the current Measure H funded cities agreements for cities administering Homelessness Plans to allow cities to continue critical programming with no lapse.
2. Authorize the Chief Executive Office to execute no-cost contract extensions through December 31, 2022, with cities that need additional time to expend funds previously allocated to support the cities' Homelessness Plans.
3. Authorize the Chief Executive Office to reimburse city expenditures for tasks related to the current Measure H funded cities contracts, which were incurred before the execution date of the contract amendment with the following conditions:
 - a. Allowable tasks must be consistent with city's respective approved projects in the current contracts.
 - b. Allowable expenses must comply with all terms and conditions of the current contract and shall be reimbursed on a date after the execution date of the contract amendment.

#

SUP:HLS



Agenda Date: 12/21/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Quinn M. Barrow, City Attorney

SUBJECT:

City Council Reconsideration of the Circumstances of the Declared COVID-19 Emergency to Facilitate Remote Attendance at Public Meetings by Councilmembers and Other City Legislators Pursuant to AB 361's Special Teleconferencing Requirements (City Attorney Barrow).

ACCEPT STAFF RECOMMENDATION

RECOMMENDATION:

Staff recommends that the City Council make the following findings to enable Councilmembers and other members of City legislative bodies to continue to attend meetings remotely: (1) the City Council has reconsidered the circumstances of the COVID-19 state of emergency; and (2) state and local officials continue to recommend measures to promote social distancing.

BACKGROUND:

As reported at the City Council meeting on October 5, 2021, Governor Newsom proclaimed a state of emergency to exist in California in March 2020 due to the spread of COVID-19. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings, including authorizing council members and other City legislative bodies to participate in meetings from remote locations without compliance with the following noticing requirements:

- The notice of the meeting and agenda identify the location of the remote location;
- The remote location is accessible to the public; and
- The agenda provides an opportunity for the public to directly address the council at each teleconference location.

The special rules suspending these Brown Act requirements expired on September 30, 2021.

On September 16, 2021, in anticipation of the then-imminent expiration of his special rules for teleconference meetings, the Governor signed Assembly Bill 361. In key part, this bill amended the Brown Act to allow teleconferenced meetings with Councilmembers and other City legislators attending remotely if the legislative body makes two findings pursuant to Government Code Section 54953(e)(3). First, there must be a declared state of emergency and the legislative body must find that it has “reconsidered” the circumstances of such emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body’s members to meet safely in person. Alternatively, for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the legislative body teleconferences for the first time under AB 361 and on a monthly basis thereafter. The City Council initially made those findings with respect to City Council meetings on October 5, 2021 and thereafter. If the Council adopts these findings, they will apply to meetings for all legislative bodies of the City (e.g., Planning Commission.)

The declared emergency is still in effect. Furthermore, California and Los Angeles County have each recommended measures to promote social distancing. Thus, the California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

It is important to note that at each of its council meetings, the City Council continues to consider whether to hold hybrid meetings, where some Councilmembers and the public attend in person with proper social distancing and other protective measures in place, and other Councilmembers and the public attend remotely via Zoom. At recent Council meetings, the Council decided that Council meetings would be hybrid until further notice. Having a hybrid meeting is a broader issue. If any Councilmember wants to continue attending meetings remotely without complying with the noticing requirements listed above due to health and safety concerns, the Council will need to make the recommended findings, even if the Council has hybrid meetings.

CONCLUSION:

After reconsidering the circumstances of the emergency created by the spread of COVID-19, staff recommends that the City Council find that state or local officials continue to impose or recommend social distancing measures, and direct staff to place on future agendas additional reconsiderations until such time it cannot make those findings.

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.



Agenda Date: 12/21/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Derrick Abell, Chief of Police

Julie Dahlgren, Senior Management Analyst

SUBJECT:

Consideration of the Grant-Funded Purchase of Four Mobile Automated License Plate Reader Systems from Vigilant Solutions, Inc. in an Amount Not-to-Exceed \$60,000 (Police Chief Abell).

A) WAIVE FORMAL BIDDING

B) AUTHORIZE PURCHASE

RECOMMENDATION:

Staff recommends that the City Council waive formal bidding per Manhattan Beach Municipal Code (MBMC) Section 2.36.140 (waivers) and approve the grant-funded purchase of four mobile automated license plate reader systems from Vigilant Solutions, Inc. in an amount not-to-exceed \$60,000.

FISCAL IMPLICATIONS:

This is a State Homeland Security Program grant-funded purchase. The City must first purchase the state-approved items and then submit a request for reimbursement. General funds have already been appropriated for this purchase and will be reimbursed by the grant. There are no City fund matching requirements.

BACKGROUND:

The City of Manhattan Beach was awarded State Homeland Security Program (SHSP) grant funds in the 2019 grant year (performance period ending February 28, 2022) for the express purpose of purchasing mobile automated license plate reader systems, as approved by the State. Funding goes to state and local governments to protect against, respond to, and recover from terrorist attacks and other disasters. The County of Los Angeles administers the grant locally. The City of Manhattan Beach has received funding from SHSP every year since 2001.

This year's grant award allocation is exclusively dedicated to the procurement of mobile automated license plate reader systems. Due to the dollar amount of the license plate readers being over \$50,000, the purchase requires City Council approval.

DISCUSSION:

The grant-funded purchase is for four mobile license plate reader systems which are mounted on top of police vehicles and scan and process license plate data from nearby moving or parked vehicles. The license plate reader checks the plates against a database of reported stolen vehicles, as well as vehicles listed as "wanted" in connection with crimes, missing persons and Amber alerts, arrest warrants associated with a vehicle, and stolen license plates. If the plate matches an entry in the database, the officer receives an immediate alert; dispatch is also notified. The mobile license plate readers can also be installed on message boards and deployed for special events and in locations where fixed license plate readers are impractical to be installed.

In order to maximize the efficiency and effectiveness of the project, facilitate data sharing amongst other local law enforcement agencies, and integrate with Manhattan Beach's current license plate reader system, staff recommends that this purchase be considered sole source, and that a purchase order be awarded to Vigilant Solutions. Under MBMC Section 2.36.140, the City Council may waive purchasing procedures to fit a specific purchase. Although there are other vendors that can provide acceptable hardware solutions, the software, data sharing capabilities, and investigative analytics are proprietary and can only be obtained directly from Vigilant Solutions, the manufacturer. Additionally, they have extensive experience implementing and maintaining LPR systems in a vendor-hosted environment.

Vigilant Solutions hosts Manhattan Beach's fixed license plate readers, which were installed in 2017 and 2020 on signal poles at numerous high-traffic intersections and at points of ingress and egress in Manhattan Beach. They also host three mobile systems currently operated by the Police Department. The license plate reader system has proven to be an efficient and effective way for the Police Department to generate investigative leads and locate suspects, helping to preserve and enhance safety in the community.

Other Los Angeles area agencies utilizing Vigilant Solutions include California Highway Patrol, Los Angeles Sheriff's Department, Long Beach Police, Port of Long Beach, El Segundo, Torrance, Hawthorne, Rancho Palos Verdes, Rolling Hills Estates, Rolling Hills, Palos Verdes Estates, Downey, Burbank, West Covina, Glendora, Bell, Whittier, South Gate, Bell Gardens, Azusa, Monrovia, Montebello, Chino, La Verne, Claremont, and Beverly Hills.

Pursuant to the City's contract with Vigilant Solutions, they may not share any of the data generated by Manhattan Beach without the City's permission. By policy, the City will not share the data except under very limited circumstances, and only when such sharing directly benefits the City, such as in a criminal investigation (e.g., if a robbery is committed in another jurisdiction and the suspect travels through Manhattan Beach, the City may share ALPR information with that other jurisdiction).

The Police Department will continue to adhere to all federal, state, and local laws pertaining to the use of this equipment. License plate data is stored for one year and then is automatically

deleted. LPR data will be stored longer if it pertains to a specific criminal investigation. Manhattan Beach police officers are only authorized to conduct license plate searches for legitimate criminal investigative purposes.

Staff recommends that the City Council waive formal bidding per MBMC Section 2.36.140 (waivers) and approve the grant-funded purchase of four mobile automated license plate reader systems from Vigilant Solutions, Inc. in an amount not-to-exceed \$60,000.

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:

This purchase will be effected through a standard City purchase order with the City's customary terms and conditions applied. No further legal review is required.



Agenda Date: 12/21/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Erick Lee, Public Works Director
Prem Kumar, City Engineer

SUBJECT:

Consideration of a Resolution Approving the Transfer Agreement with Los Angeles County Flood Control District for the South Santa Monica Bay Water Quality Enhancement 28th Street Storm Drain Infiltration Project (Public Works Director Lee).

A) ADOPT RESOLUTION NO. 21-0116

B) APPROVE APPROPRIATION AND BUDGET ADJUSTMENTS FOR MEASURE W FUNDS

RECOMMENDATION:

Staff recommends that City Council adopt the attached Resolution No. 21-0116:

- 1) Approving the County Transfer Agreement that provides grant funds up to \$17.52 million for the City's 28th Street Storm Drain Infiltration Project
- 2) Authorizing the City Manager to execute the Agreement and any subsequent administrative amendments subject to review and approval of the City Attorney
- 3) Approving the appropriation and revenue budget adjustment for \$1,497,100 in the Measure W Fund for the 28th Street Storm Drain Infiltration Project
- 4) Authorizing the Public Works Director to conduct all matters necessary for grant administration of the project.
- 5) Approving a budget adjustment to transfer funds related to the Safe Clean Water Program into a new Measure W Fund.

FISCAL IMPLICATIONS:

In the FY 2019-2020 CIP, the City Council appropriated \$200,000 to fund the Storm Drain Infiltration Feasibility Study Project in the Stormwater Fund. The Feasibility Study Report was completed and submitted for various grant funding. On September 15, 2021, the County of Los

Angeles Board of Supervisors approved a funding allocation of \$17.52 million in the Stormwater Investment Plan for the City's 28th Street Storm Drain Infiltration Project under the Los Angeles Region Safe Clean Water Program.

The funding is allocated over 5 years in the following manner:

Year 1: \$1,497,100
Years 2-5: \$4,005,732 annually

In accordance with the Transfer Agreement, the Los Angeles County Flood Control District (District) will disburse the Year 1 funds within 45-days of the execution of the Agreement. By approving this agreement, an appropriation of \$1,497,100 in the CIP Budget is required for this next phase of the project that will include design of the improvements. A revenue budget adjustment for the same amount is also recommended to recognize the awarded grant funds. Year 2-5 annual allocations from the District will be addressed as part of the City's upcoming FY22-23 CIP Budget. There are no General Fund monies allocated to the 28th Street Stormwater Infiltration Project

Incidentally, in early September 2021, the City received confirmation that it was awarded \$4,936,566 from the California Natural Resources Agency (CNRA) to provide supplemental funding for the 28th Street Stormwater Infiltration Project. Once the City receives the funding agreement from the CNRA, it will be presented to City Council for approval.

The total project cost for the 28th Street Stormwater Infiltration Project was originally estimated at \$17.6 million. However, the actual costs of the project will not be known until after the project is designed and bid out via the public contracting process.

The City also began receiving annual funds through the Measure W Municipal Program in FY 2020-2021. The City will receive about \$410,000 per year for spending on eligible projects and programs. In accordance with the funding guidelines, the Measure W municipal program and grant funds should be deposited into its own special revenue fund. A revenue budget adjustment of \$410,000 is required to move the anticipated annual allotment from the Stormwater Fund to the newly created Measure W Fund. These funds will be appropriated for future projects as needed.

BACKGROUND:

The Los Angeles County Flood Control Act was established in 1915 by the Los Angeles County Flood Control District and empowered it to provide flood protection, water conservation, recreation and aesthetic enhancement within its boundaries. In 2018, Chapter 16 of the Los Angeles Flood Control District District's Code was added to establish the Los Angeles Region Safe Clean Water Program and imposed a special parcel tax within the Los Angeles County Flood Control District. This parcel tax, commonly referred to as Measure W, is intended to help pay the costs and expenses of carrying out projects and programs that increase storm water capture and reduce storm water and urban runoff pollution within Los Angeles County.

The cities of Manhattan Beach, Hermosa Beach, Redondo Beach, Torrance and the Los

Angeles County Flood Control District (LACFCD) have jointly developed an Enhanced Watershed Management Program (the Beach Cities EWMP) as part of compliance with the 2012 Los Angeles Regional Water Quality Control Board Storm Water Permit (LA MS4 Permit). The Beach Cities EWMP identified capital improvement projects that would minimize wet weather discharges and eliminate dry weather discharges into Santa Monica Bay, with the goal of reducing pollutants entering the Bay and meeting the water quality-based effluent (outflow) limitations. The City's 28th Street Storm Drain Infiltration Project is the highest priority project to significantly reduce bacterial, trash and debris discharges into South Santa Monica Bay from the storm drain system and aligns 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 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. This consultant prepared the technical evaluation and conducted several outreach presentations before completing the feasibility study report. The consultant also took the lead in preparing the grant application and presentations to the grantors that resulted in the successful outcome of this \$17.52 million grant award.

On June 14, 2021, the City Council approved the funding application for the Urban Flood Protection Grant Program administered by the CNRA for the same project. In early September 2021, the City received formal confirmation that it was successful in receiving a \$4.9 million award from this grant program. The CNRA grant requires a 25% funding match from other sources. This 25% funding match will come from the Los Angeles Region Safe Clean Water Program Measure W grant funds. The approval of this separate grant agreement will be presented at a future City Council meeting.

DISCUSSION:

The Transfer Agreement provides grant funds up to \$17.52 million allocated over a 5-year period in the Stormwater Investment Plan approved by the County of Los Angeles Board of Supervisors on September 15, 2021, under the Los Angeles Region Safe Clean Water Program and specifically for the City's 28th Street Storm Drain Infiltration Project. In order to accept and utilize these grant funds, City Council must adopt a resolution approving the Transfer Agreement.

The attached Transfer Agreement outlines the project and reporting requirements. The Transfer Agreement contains standard boilerplate agreement language that is consistently applied to any jurisdiction successfully receiving such grant funds from LACFCD. The attached Resolution authorizes the City Manager to sign the Agreement and any subsequent administrative amendments, if necessary, due to minor variations and/or adjustments to the terms and conditions therein. The Resolution also authorizes the Public Works Director to conduct all matters necessary for grant administration of the project as the City's agent to negotiate, execute and submit all grant related documents including, but not limited to, applications, payment requests, etc. for the completion of the project.

It is important that the City moves forward with the design of the project in short order to meet the grant deadlines. The award for the project's design contract will be presented to City Council in

an upcoming meeting.

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, and 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. 21-0116
2. Transfer Agreement - Los Angeles County Flood Control District
3. LA County Board: Staff Report - September 15, 2021 (Attachment A)
4. LA County Board: Staff Report - September 15, 2021 (Funding Allocation)

RESOLUTION NO. 21-0116

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A TRANSFER AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE SOUTH SANTA MONICA BAY WATER QUALITY ENHANCEMENT 28TH STREET STORM DRAIN INFILTRATION PROJECT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council approves the Transfer Agreement between the City of Manhattan Beach and Los Angeles County Flood Control District that provides grant funds up to \$17.52 Million for the City's 28th Street Storm Drain Infiltration Project.

SECTION 2. The City Council hereby authorizes the City Manager to execute the Agreement and any subsequent administrative amendments on behalf of the City subject to review and approval of the City Attorney.

SECTION 3. The City Council hereby approves the appropriation and revenue budget adjustment for \$1,497,100 in the Measure W Fund for the 28th Street Storm Drain Infiltration Project.

SECTION 4. The City Council hereby authorizes the Public Works Director to conduct all matters necessary for grant administration of the project.

SECTION 5. The City Council hereby approves a budget adjustment to transfer funds related to the Safe Clean Water Program into a new Measure W Fund.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution.

ADOPTED on December 21, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

HILDY STERN
Mayor

ATTEST:

LIZA TAMURA
City Clerk

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
CITY OF MANHATTAN BEACH
AGREEMENT NO. 2021RPSSMB04
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 20, 2021 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Manhattan Beach for South Santa Monica Bay Water Quality Enhancement: 28th Street Storm Drain Infiltration Project, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

“Budget Plan” means a Recipient’s plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient's Budget Plan is described in Exhibit A.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Funded Activity” means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

“Safe Clean Water (SCW) Program Contribution” means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	Kevin Kim	Name:	Katherine Doherty
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	3621 Bell Ave., Manhattan Beach, CA 90266
Phone:	(626) 300-2620	Phone:	(310) 802-5352
Email:	KKIM@dpw.lacounty.gov	Email:	kdoherly@manhattanbeach.gov

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 2021-2022 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2021-22 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

VI. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

South Santa Monica Bay

City of Manhattan Beach

South Santa Monica Bay Water Quality
Enhancement: 28th Street Storm Drain Infiltration
Project

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Carolina T Hernandez

Title: Assistant Deputy Director

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-4. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-5. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.
2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.
3. Stakeholder and Community Outreach/Engagement Plan requirements:

Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to \$2 M	Outreach or Engagement	
Up to \$10 M	Outreach	≥1 Engagement
Over \$10 M	Outreach	≥ 2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.
5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-10. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-6. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9th) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9th) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
<u>Projected End Date</u>	<u>Audit Report Due to District</u>	<u>SIP Fiscal Year</u>	<u>Audit Period</u>	<u>Audit Report Due to District</u>
1/15/2023	No later than 10/31/2023	2021-22	7/1/2021 to 6/30/2024	No later than 3/31/2025

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
 - a. Fails to operate or maintain Project in accordance with this Agreement;
 - b. Fails to submit timely Quarterly Progress/Expenditure Reports.
 - c. Fails to remain in Good Standing (see Section B-34, below).
 - d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
 - e. The Recipient fails to maintain reasonable progress toward Project Completion.
 - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
 - g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.

4. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-17. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-22. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

7. Example:

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2021–22	6/30/2027	No later than 3/31/2027	No later than 6/30/2028

B-24. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-25. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-26. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-27. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:
 - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated

- reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.
- b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
 - d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
 - e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
 - f. Activity completion.

B-29. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-30. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of

whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-32. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-33. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

- Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Percent overall Funded Activity completion estimate;
 - c. Breakdown of how the SCW Program Contribution has been expended;
 - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
 - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
 - g. Scheduling concerns and issues encountered that may delay completion of the task;
 - h. Work anticipated for the next reporting period;
 - i. Any anticipated schedule or budget modifications;

- j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;
 - k. Additional financial or project-related information as required by the District;
 - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
 - m. Status of Recipient’s insurance; and
 - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
- Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

- Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year’s Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:
 - Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
- Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.
- As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions

contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: <https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

B-35. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.

3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .

9. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-37. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

- C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.
- C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.
- C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

**ADDENDUM NO. ____ TO
TRANSFER AGREEMENT NO. _____ BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (INSERT PROJECT DEVELOPER)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. ____ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ____", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and _____ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ____.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ____ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. ____ has been executed by the parties hereto.

_____ (Recipient) _____:

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (<https://safecleanwaterla.org/>)

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system 	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system 	<ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands ● Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 16 and 30 different native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands ● Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ● No potable water used to sustain the wetland

<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regularly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
 - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
 - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
 - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
 - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
 - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors
-

Extract of Attachment A from the September 15, 2021 LA County Board Staff Report - Approval of City Project Funding

Attachment A
Summary of Regional Program Stormwater Investment Plans

Project Name	Project Lead	FY 20-21 Disbursements*	FY 21-22 Budget	FY 22-23 Projection	FY 23-24 Projection	FY 24-25 Projection	FY 25-26 Projection
South El Monte High School	Lena Luna		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Washington Park Stormwater Capture Project	City of Pasadena		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Santa Clara River		\$4,888,603.00	\$500,000.00	\$200,000.00	\$13,398,897.00	\$3,200,000.00	\$200,000.00
FY20-21		\$4,888,603.00	\$200,000.00	\$200,000.00	\$13,398,897.00	\$3,200,000.00	\$200,000.00
Infrastructure Project		\$4,688,603.00	\$0.00	\$0.00	\$13,198,897.00	\$3,000,000.00	\$0.00
Hasley Canyon Park Stormwater Improvements Project	Los Angeles County Public Works	\$2,887,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Newhall Park Infiltration	Dan Duncan, Oliver Cramer	\$1,801,103.00	\$0.00	\$0.00	\$13,198,897.00	\$3,000,000.00	\$0.00
Technical Resource		\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Santa Clara River Watershed Coordinator	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
FY21-22			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Via Princessa Park	Oliver Cramer		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
South Santa Monica Bay		\$14,388,796.00	\$19,998,012.42	\$15,282,130.98	\$8,133,801.36	\$9,612,027.45	\$7,327,910.64
FY20-21		\$14,388,796.00	\$12,478,529.00	\$10,220,261.00	\$200,000.00	\$200,000.00	\$200,000.00
Infrastructure Project		\$13,574,325.00	\$12,255,375.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00
Alondra Park Multi Benefit Stormwater Capture Project	Los Angeles County	\$10,000,000.00	\$10,000,000.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00
Torrance Airport Storm Water Basin Project, Phase 2	City of Torrance	\$906,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Wilmington Q Street Local Urban Area Flow Management Project	City of Los Angeles, Bureau of Sanitation	\$2,668,325.00	\$2,255,375.00	\$0.00	\$0.00	\$0.00	\$0.00
Scientific Study		\$14,471.00	\$23,154.00	\$20,261.00	\$0.00	\$0.00	\$0.00
Recalculation of Wet Weather Zinc Criterion	City of Los Angeles Sanitation	\$14,471.00	\$23,154.00	\$20,261.00	\$0.00	\$0.00	\$0.00
Technical Resource		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Eastview Park	City of Rancho Palos Verdes	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Harbor City Park Multi-Benefit Stormwater Capture Project	Los Angeles County	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Santa Monica Bay Watershed Coordinator	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
FY21-22			\$7,519,483.42	\$5,061,869.98	\$7,933,801.36	\$9,412,027.45	\$7,127,910.64
Infrastructure Project			\$6,872,327.00	\$4,717,905.50	\$7,600,932.50	\$9,081,932.50	\$7,072,432.50
Carson Stormwater and Runoff Capture Project at Carriage Crest Park	City of Carson		\$207,500.00	\$207,500.00	\$207,500.00	\$207,500.00	\$207,500.00
South Santa Monica Bay Water Quality Enhancement: 28th Street Storm D	City of Manhattan Beach (Mamerto Estepa Jr., Prem Kumar, and Shawn		\$1,497,100.00	\$4,005,732.50	\$4,005,732.50	\$4,055,732.50	\$4,055,732.50
Stormwater Basin Expansion Project	City of Torrance		\$4,505,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Wilmington Neighborhood Greening Project	City of Los Angeles, Bureau of Sanitation and Environment		\$662,727.00	\$504,673.00	\$3,387,700.00	\$4,818,700.00	\$2,809,200.00
Scientific Study			\$47,156.42	\$343,964.48	\$332,868.86	\$330,094.95	\$55,478.14
Regional Pathogen Reduction Study	Gateway Water Management Authority		\$47,156.42	\$343,964.48	\$332,868.86	\$330,094.95	\$55,478.14
Technical Resource			\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Palos Verdes Peninsula Multi-Benefit Flow Diversion Project	City of Rolling Hills Estates		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Prioritization of Parkway BMPs for Dominguez Channel/ Harbors Toxics TN	City of Torrance		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 September 15, 2021

CELIA ZAVALA
EXECUTIVE OFFICER

September 15, 2021

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
SAFE, CLEAN WATER PROGRAM
FISCAL YEAR 2021-22 REGIONAL PROGRAM STORMWATER
INVESTMENT PLANS FOR THE SAFE, CLEAN WATER PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the recommended Fiscal Year 2021-22 Stormwater Investment Plans for the Safe, Clean Water Program's Regional Program, in the amount of \$144,202,264.63.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this letter and the record of the Los Angeles Region Safe, Clean Water Program.
2. Approve the recommended Stormwater Investment Plans for Fiscal Year 2021-22 for the Safe, Clean Water Program's Regional Program in the total amount of \$144,202,264.63.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the Stormwater Investment Plans (SIPs) for

each of the nine Watershed Areas in the Safe, Clean Water (SCW) Program's Regional Program for the 2021-22 Fiscal Year (FY), as recommended by the Regional Oversight Committee (ROC). Each of the nine Watershed Area SIPs can be reviewed on the SCW Program website at <https://safecleanwaterla.org/projects-2/>. The SIPs include recommendations to fund regional watershed-based multi-benefit projects, conduct scientific studies, and provide technical resources, including development of project concepts and ongoing Watershed Coordinator services. A summary of the recommendations and findings, benefits of the proposed expenditures, the public process to develop these recommendations, and additional comments from the ROC for future consideration are included in Enclosure A.

Executive summaries for the FY 2021-22 Infrastructure Program projects are available at the SCWP Program website (<https://safecleanwaterla.org/projects-2/>) in two parts Summaries Part 1 and Summaries Part 2. Copies are also available at the office of Public Works, Stormwater Planning Division (11th floor), 900 South Fremont Avenue Alhambra, CA, 91803.

The ROC, consisting of the nine Watershed Area Steering Committees (WASCs), the Scoring Committee, and the ROC, held over 80 public meetings to select the projects, project concepts, and scientific studies included in the SIPs. Infrastructure Program Projects were scored by the Scoring Committee and selected by the WASCs for inclusion in their respective SIPs. The WASCs also utilized independent third-party analyses (coordinated by the Los Angeles County Flood Control District and led by the Southern California Coastal Water Research Project) when considering scientific studies for inclusion in their respective SIPs. The ROC reviewed each SIP and recommends that all nine be approved.

The nine recommended SIPs, in aggregate, represent the proposed annual Regional Program's budget of \$144,202,264.63 and, upon approval, will dictate funding allocations for FY 2021-22. The nine recommended SIPs also include the Regional Program's currently projected budget allocation through FY 2025-26, which, including leveraged funds, represent nearly \$1B in investments into multi-benefit green stormwater infrastructure. These projections will continue to be revisited each year along with new projects submitted for each subsequent call for projects.

The recommended SIPs help achieve SCW Program Goals through meaningful water supply increases, water quality improvements, and community enhancements that all support public health. Additionally, the recommended SIPs prioritize projects that invest in Disadvantaged Communities, utilize Nature-Based Solutions, and advance compliance with existing water quality regulations.

Implementation of Strategic Plan Goals

These recommendations support County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality and Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; Objective II.3.2, Foster a Cleaner, More Efficient, and More Resilient Energy System; and Objective II.3.3, Address the Serious Threat of Global Climate Change. The recommended actions will strengthen the County's capacity to improve water quality and increase water supplies, effectively prepare for emergent environmental and natural hazards, and address the threat of climate change.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The recommended FY 2021-22 SCW Regional Program cost is \$144,202,264.63, which includes funding for all nine SIPs and continued Watershed Coordinator Services within each of the Watershed Areas.

Funding for the recommended FY 2021-22 SIPs is included in the Measure W SCW Regional Program Funds FY 2021-22 Budgets. See Enclosure A for further details.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 17, 2018, following a very extensive stakeholder input process, the Board approved a Resolution calling for and giving notice of an election to, upon voter approval, establish the SCW Program and its funding via special parcel tax by adding Chapter 16 of the Los Angeles County Flood Control District Code.

On November 6, 2018, Measure W (the SCW Program ballot measure) was successfully passed by the voters. The SCW Program's annual Special Parcel Tax was first collected for FY 2019-20 and continues to be billed with annual property tax bills.

On August 6, 2019, after further consultation with local and regional agencies, organizations, and stakeholders, the Board adopted an Ordinance to implement the SCW Program by adding Chapter 18 of the Los Angeles County Flood Control District Code.

On June 9, 2020, the Board approved a standard template Transfer Agreement that established the terms and conditions for the transfer of SCW Program funds to Regional Program fund recipients and delegated authority to the Los Angeles County Flood Control District's Chief Engineer to execute Transfer Agreements subject to the Board's approval of the annual SIPs.

These SIPs represent the second year of Regional Program implementation. Upon the Board's approval of the SIPs, the recipients included in each SIP will be required to enter into a Transfer Agreement. Upon execution of a Transfer Agreement, those recipients will receive the approved funding amount for implementation of the approved activity(ies) pursuant to their Transfer Agreement (s).

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed actions would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment. The recommended actions are also organizational or administrative activities of government, which will not result in direct or indirect physical changes to the environment.

All future activities resulting from the recommended actions and that fit the definition of a CEQA project will also comply with CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Stormwater Planning Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA, PE
Director

MP:CH:le

Enclosures

c: Auditor-Controller (Accounting Division)
Chief Executive Office (Chia-Ann Yen)
County Counsel (Mark Yanai)
Executive Office

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



**SAFE
CLEAN
WATER**

Stormwater Investment Plans Regional Oversight Committee Recommendation

The Stormwater Investment Plan (SIP) is an annual five (5) year plan developed by each Watershed Area Steering Committee (WASC) that recommends funding allocations for Projects and Programs in the Regional Program’s Infrastructure Program, Technical Resources Program, and Scientific Studies Program.

The purpose of the SIP for each Watershed Area is to capture recommended programming for the upcoming fiscal year as well as anticipated recommendations for the next four subsequent years.

The role of the Regional Oversight Committee (ROC) is to review each SIP, determine whether and the extent to which each SIP achieves the Safe, Clean Water (SCW) Program Goals, and provides its findings to the Board of Supervisors with recommendations regarding whether or not each SIP should be approved. Before providing recommendation to the Board, the ROC shall provide its findings and recommendations on each SIP to the respective WASCs. The ROC does not have line item veto power, but the WASCs will consider the findings and recommendations from the ROC as guidance to potentially enhance future SIPs and/or revise current SIPs prior to Board consideration. ROC feedback to WASCs is included in this transmittal of SIPs to the Board for approval.

The following sections include the ROC assessment of how the SCW program goals were met and other considerations:

1 Table of Contents

1	Executive Summary.....	2
2	Summary of ROC Comments.....	3
3	Achievement of Safe, Clean Water Program Goals	5
4	Recommendation.....	12

Attachments:

- Attachment A – Summary of Regional Program Stormwater Investment Plans

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



1 Executive Summary

The Safe, Clean Water (SCW) Program currently generates approximately \$140.7M of annual Regional Program Funds across the nine different Watershed Areas.

For Fiscal Year 2021-2022 (FY21-22), 61 Infrastructure Program, 14 Technical Resources Program, and 9 Scientific Study applications were submitted for consideration. After careful review and consideration for each project, project concept, and scientific study, the nine WASCs voted to include 37 Infrastructure Program Projects, 12 Technical Resources Program Projects, 6 Scientific Studies, and 12 Watershed Coordinators into the recommended SIPs.

A total of \$480.4M of SCW funds is programmed into the nine SIPs over the current 5-year period. Of that total, \$458M (95% of the total), \$15.1M (3% of the total), and \$7.3M (2% of the total) funds is allocated towards the Infrastructure Program, Technical Resources Program, and Scientific Studies Program, respectively.

Below is a summary of the total funding budgeted and currently projected over the next 5 years for all WASCs, including both new projects and continuing projects. Refer to Attachment A, the nine [SIP transmittals](#), and the SIP tool (<https://portal.safecleanwaterla.org/sip-tool/>) for the Final Recommended SIPs with additional project details.

Watershed Area	FY 21-22 Budget	FY 22-23 Projection	FY 23-24 Projection	FY 24-25 Projection	FY 25-26 Projection
Central Santa Monica Bay	\$16,762,500.00	\$17,231,731.00	\$10,063,982.00	\$7,321,386.00	\$3,626,063.00
Lower San Gabriel River	\$16,384,694.00	\$15,428,633.00	\$8,961,433.00	\$8,333,538.00	\$200,000.00
North Santa Monica Bay	\$800,000.00	\$500,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Rio Hondo	\$12,515,721.00	\$7,924,360.00	\$2,269,428.00	\$2,341,970.00	\$200,000.00
Santa Clara River	\$500,000.00	\$200,000.00	\$13,398,897.00	\$3,200,000.00	\$200,000.00
South Santa Monica Bay	\$19,998,012.42	\$15,282,130.98	\$8,133,801.36	\$9,612,027.45	\$7,327,910.64
Lower Los Angeles River	\$12,964,999.00	\$8,393,664.00	\$546,000.00	\$5,968,817.00	\$5,948,803.00
Upper San Gabriel River	\$18,280,067.00	\$25,303,294.00	\$20,377,894.00	\$15,826,604.00	\$719,822.00
Upper Los Angeles River	\$45,996,271.21	\$36,729,064.70	\$31,288,673.80	\$30,182,284.00	\$12,865,116.00
Grand Total	\$144,202,264.63	\$126,992,877.68	\$95,140,109.16	\$82,886,626.45	\$31,187,714.64

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



Funding Program	Recommended Projects	Total Leveraged Funds	Total 5-yr SIP (FY21-26)	SCW Funding benefitting DACs for 5-yr SIP (FY21-26)
Infrastructure	78	\$498,516,629.98	\$457,969,283.71	\$383,311,661.71
Previous Projects FY20-21	41	\$338,742,671.65	\$272,078,855.71	\$244,871,224.71
New Projects FY21-22	37	\$159,773,958.33	\$185,890,428.00	\$138,440,437.00
Scientific Study	9		\$7,340,308.85	\$0.00
Previous Studies FY20-21	4		\$2,638,039.00	\$0.00
New Studies FY21-22	6		\$4,702,269.85	\$0.00
Technical Resource	35		\$15,100,000.00	\$2,400,000.00
Previous Concepts FY20-21	23		\$11,500,000.00	\$0.00
New Studies FY21-22	12		\$3,600,000.00	\$2,400,000.00
Grand Total	123	\$498,516,629.98	\$480,409,592.56	\$385,711,661.71

The suite of 78 new and continuing Infrastructure Program Projects will:

- Capture stormwater from over 207,000 acres
- Provide an increase in total 24-hr storage capacity of 3,667 acre-feet
- Provide an increase in annual average stormwater capture of 54,664 acre-feet
- Reduce numerous pollutants and prioritize MS4 compliance
- Leverage nearly \$500M in other funding
- Invest over \$385M in projects benefitting disadvantaged communities
- Be implemented across 38 Municipalities
- Include additional benefits shown below

The ROC recommends all 9 SIPs be approved as is.

2 Summary of ROC Comments

Below is a summary of the ROC comments, and additional details are available in the ROC meeting minutes on the [Safe, Clean Water website](#). While some ROC members expressed concern about certain recommend SIPs programming relatively large percentages of their funds over the current 5-year period (i.e., less for future projects), there was general acknowledgment of improved engagement, robust processes, and positive direction for the Program as a whole.

- **Central Santa Monica Bay (CSMB) SIP**

On June 29, 2021, the ROC did not have any specific feedback on the LLAR SIP and recommended the SIP for Board consideration.

- **Lower Los Angeles River (LLAR) SIP**

On June 29, 2021, the ROC did not have any specific feedback on the LLAR SIP and recommended the SIP for Board consideration.

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



- **Lower San Gabriel River (LSGR) SIP**

On June 29, 2021, the ROC did not have any specific feedback on the LSGR SIP and recommended the SIP for Board consideration.

- **North Santa Monica Bay (NSMB) SIP**

On June 29, 2021, the ROC did not have any specific feedback on the NSMB SIP and recommended the SIP for Board consideration.

- **Rio Hondo (RH) SIP**

On June 29, 2021, the ROC did not have any specific feedback on the RH SIP and recommended the SIP for Board consideration.

- **Santa Clara River (SCR) SIP**

On June 29, 2021, the ROC did not have any specific feedback on the SCR SIP and recommended the SIP for Board consideration.

- **South Santa Monica Bay (SSMB) SIP**

On June 29, 2021, the ROC did not have any specific feedback on the SSMB SIP and recommended the SIP for Board consideration.

- **Upper Los Angeles River (ULAR) SIP**

On June 29, 2021, the ROC did not have any specific feedback on the ULAR SIP and recommended the SIP for Board consideration.

- **Upper San Gabriel River (USGR) SIP**

On June 29, 2021, the ROC did not have any specific feedback on the USGR SIP and recommended the SIP for Board consideration.

- **General SCW Program Recommendations (from 6/29/21 meeting of ROC)**

- The Executive Summaries should be more consistent in their level of detail and a list of hyperlinks to the Executive Summaries should be provided earlier on to facilitate the review process.
- The anticipated 2022 guidance should also include a more explicit look at equity of allocations keeping in mind the size, the duration, and the impact of the project. This includes providing further clarity on what constitutes a “regional project.”
- LACFCD should continue to prepare tools, reports, and guidance for tracking benefits and advancing Program goals and priorities.
- WASCs should continue to proactively discuss and consider current and anticipated watershed needs and opportunities.

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



- The public, potential/current project proponents, and committee members should engage with Watershed Coordinators early and often.

3 Achievement of Safe, Clean Water Program Goals

LACFCD Code Ch 18.04 identifies the various goals of the Safe, Clean Water Program. The following sections summarize how the recommended SIPs achieve these goals.

3.1 Projects Benefits - Water Quality, Water Supply and Community Investment

The scoring committee evaluated the benefits provided by each project including Water Quality Benefits, Water Supply Benefits, Community Investment Benefits, Nature-Based Solutions, and Leveraging Funds and Community Support as defined in the Project Scoring Criteria in the Feasibility Study Guidelines. As shown in the web plot below, all 5 scored benefit categories are represented in the proposed Regional Program budget, with water quality being the core benefit.

Below are tables that summarize the information collected through the project module and the applications for the Infrastructure Program Projects included in the recommended SIPs. This includes the overall scoring category distributions and an overview of the Water Quality, Water Supply, and Community Investment Benefits, including both new and continuing projects.



Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



COMMUNITY BENEFITS

81 Reduces Heat Island Effects

84 Provides Recreational Opportunities

90 Increases Shade and Trees

87 Improves Flood Protection

34 Improves Waterway Access

87 Enhances Habitat or Park Space

23 Enhances Green Spaces at Schools

NATURE BASED SOLUTIONS

101 Mimics Natural Processes

99 Uses Natural Materials

WATER SUPPLY

64 Connected To Aquifer

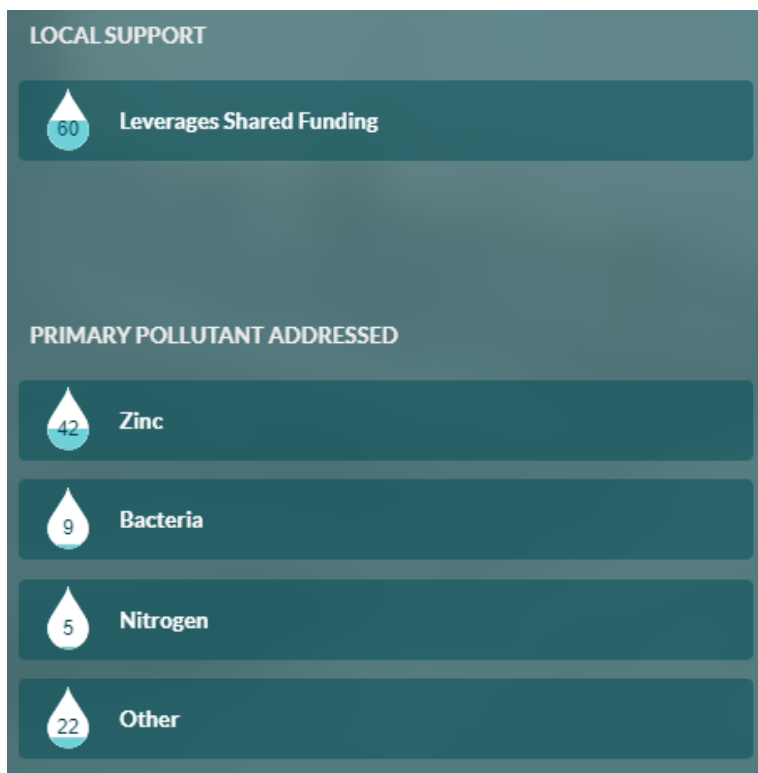
21 Sends to WW Treatment Plant for Reuse

40 Uses Water Onsite

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



* * NOTE: Primary Pollutant Addressed does not apply to Dry Weather Projects. “Other” includes Dry Weather Projects, Copper, Lead, Toxics, Phosphorus, and Chloride

Watershed Area	Area Managed by Projects (acres)	24hr Capacity (acre-feet)	Annual Average Stormwater Capture (acre-feet)
Central Santa Monica Bay	76,567	47	7,060
Lower Los Angeles River	22,293	118	1,643
Lower San Gabriel River	27,795	196	4,024
North Santa Monica Bay	79	4	0
Rio Hondo	50,011	48	1,738
Santa Clara River	1,309	28	317
South Santa Monica Bay	9,543	242	1,811
Upper Los Angeles River	14,479	2,705	36,033
Upper San Gabriel River	5,306	279	2,039
Grand Total	207,361	3,667	54,664

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



3.2 Leveraged Funds and Community Support

Below is a summary of leveraged funds, SCW funding allocations, and community support (program wide), including both new and continuing projects.

Watershed Area	Sum of FY21-26	Total Leveraged Funds	Number of Projects	Number of Projects with Community Support
Central Santa Monica Bay	\$52,705,662.00	\$43,873,235.36	9	9
Lower San Gabriel River	\$47,933,298.00	\$20,700,000.00	9	5
North Santa Monica Bay	\$800,000.00	\$6,700,000.00	1	0
Rio Hondo	\$22,629,329.00	\$59,686,493.36	10	9
Santa Clara River	\$16,198,897.00	\$8,387,500.00	2	0
South Santa Monica Bay	\$57,600,905.00	\$38,021,499.09	7	2
Lower Los Angeles River	\$32,747,283.00	\$64,902,723.44	7	4
Upper San Gabriel River	\$78,068,037.00	\$42,037,627.00	10	10
Upper Los Angeles River	\$149,285,872.71	\$214,207,551.73	23	15
Grand Total	\$457,969,283.71	\$498,516,629.98	78	54

3.3 Disadvantaged Communities (DAC) Benefits

Compliant with LACFCD Code Ch18.07.B.2.c.

Below is an overview of SCW Funding allocated toward Infrastructure Program Projects that provide DAC benefits, including both new and continuing projects. To better assist with and standardize this determination in the future, the District developed interim guidance for implementing Disadvantage Community Policies in the Regional Program. Interim guidance is available on our website (<https://safecleanwaterla.org/regional-program-2/>).

Watershed Area	Total SCW Funding Allocated FY21-26	Sum of DAC Funding	DAC Ratio*	Required Funding for DACs FY21-26 (110%)
Central Santa Monica Bay	\$52,705,662.00	\$31,093,162.00	50%	\$26,352,831.00
Lower San Gabriel River	\$47,933,298.00	\$38,533,787.00	68%	\$32,594,642.64
North Santa Monica Bay	\$800,000.00	\$0.00	0%	\$0.00
Rio Hondo	\$22,629,329.00	\$21,829,329.00	20%	\$4,525,865.80
Santa Clara River	\$16,198,897.00	\$16,198,897.00	35%	\$5,669,613.95
South Santa Monica Bay	\$57,600,905.00	\$35,475,875.00	8%	\$4,608,072.40
Lower Los Angeles River	\$32,747,283.00	\$32,747,283.00	34%	\$11,134,076.22
Upper San Gabriel River	\$78,068,037.00	\$71,863,611.00	50%	\$39,034,018.50
Upper Los Angeles River	\$190,500,730.71	\$135,569,717.71	22%	\$41,910,160.76
Grand Total	\$499,184,141.71	\$383,311,661.71		\$165,829,281.27

* These figures are based on the 2016 US Census and will be updated periodically.

As shown, the total Safe, Clean Water Funds benefiting DAC over a rolling 5-year period for the recommended SIP is greater than the required funding for DACs for each Watershed Area.

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



3.4 Project Types and Sizes

Below is a summary of project types and a table of the total capture area in acres for the new and continuing Infrastructure Program Projects included in the recommended SIPs.

Watershed Area	Number of IP Projects
Dry	16
Diversion to Sanitary Sewer	3
Infiltration Facility	4
Infiltration Well	1
Treatment Facility	8
Wet	62
Biofiltration	4
Bioretention	1
Cistern	7
Diversion to Sanitary Sewer	3
Infiltration Facility	22
Infiltration Well	13
Treatment Facility	12
Grand Total	78

Capture Area	Number of Projects
0-200 acres	25
200-1000 acres	23
1000+ acres	30
Grand Total	78

3.5 Nature-Based Solutions

Compliant with LACFCD Code Ch18.07.B.2.f.

Of the 78 new and continuing Infrastructure Program Projects included in the SIP that implement Nature-Based Solutions (NBS), 74 mimic natural processes and 71 use natural materials.

Mimics Natural Process: Implements natural processes or mimics natural processes to slow, detain, capture, and absorb/infiltrate water in a manner that protects, enhances and/or restores habitat, green space and/or usable open space.

Uses Natural Materials: Utilizes natural materials such as soils and vegetation with a preference for native vegetation.

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



For reference, the District developed interim guidance related to developing and programming Nature-Based Solutions in the future. Interim guidance is available on our website (<https://safecleanwaterla.org/regional-program-2/>).

3.6 Other Safe, Clean Water Program Goals

Below is a summary of other SCW Goals and how they were addressed:

- **Investment in independent scientific research**

Below is a summary of the new and continuing Scientific Studies funded and the total SCW Funding allocated for FY 2021-2026.

Watershed Area	5-yr SIP (FY21-26)
Fire Effects Study in the ULAR Watershed Management Area	\$ 805,000.00
Gateway Area Pathfinding Analysis (GAP Analysis)	\$ 150,000.00
LRS Adaptation to Address the LA River Bacteria TMDL for the ULAR Watershed Management Group	\$ 900,000.00
preSIP: A Platform for Watershed Science and Project Collaboration	\$ 1,430,000.00
Recalculation of Wet Weather Zinc Criterion	\$ 308,039.00
Regional Pathogen Reduction Study	\$ 2,249,206.85
San Gabriel Valley Regional Confirmation of Infiltration Rates	\$ -
Evaluation of infiltration testing methods for design of stormwater drywell systems	\$ 554,684.00
LAUSD Living Schoolyards Program Pilot Study	\$ 943,379.00
Grand Total	\$ 7,340,308.85

- **Benefits to municipalities**

Recommended Projects to date are distributed throughout the Watershed Area to help ensure compliance with this rolling 5-year criterion in future years. The WASC utilized the District’s GIS Reference Map tool to help assess multi-benefit projects across the watershed areas and the region and aid in the development of the SIPs. The GIS Reference Map tool includes numerous spatial data sets that highlight water quality, water supply, and community investment benefit opportunities. While more data will continue to be collected to track this going forward, the current number of new and continuing Infrastructure Program Projects located within each Municipality is below. See the specific SIP transmittal for details on municipality benefits within that watershed area in proportion to the tax collected within that jurisdiction. The District intends to develop guidance for evaluating and tracking municipality benefits in future years.

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



Municipality	Number of IP Projects located within Municipality
Arcadia	1
Baldwin Park	1
Bell Gardens	1
Bellflower	2
Beverly Hills	1
Carson	1
Cerritos	1
Claremont	1
Covina	1
Culver City	3
Downey	1
Duarte	1
El Monte	4
Glendale	1
La Puente	1
Lakewood	2
Lawndale	1
Long Beach	3
Los Angeles	20
Lynwood	1
Manhattan Beach	1
Monrovia	2
Monterey Park	1
Norwalk	1
Paramount	1
Pasadena	1
Pomona	1
Rosemead	1
San Dimas	1
San Fernando	1
Santa Clarita	1
Santa Monica	1
South El Monte	1
South Gate	1
Torrance	2
Unincorporated	11
Whittier	1
Glendora	1
Grand Total	78

- **Implement an iterative planning and evaluation process to ensure adaptive management**

To ensure adaptive management, the Watershed Area Steering Committee shall review the Infrastructure Program Project Developers' quarterly progress and expenditure reports and the annual summary reports to evaluate whether the schedules, budgets, scopes and expected

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



benefits have significantly changed and remain consistent with the SCW Program Goals. Programs and Projects that are over budget or behind schedule, or that demonstrate reduced or revised scope of benefits, may be adjusted or removed from future SIPs. The Benefits Dashboard and the Reporting modules that track project benefits, metrics, expenditures and progress reports are available via the SCW Portal.

- **Promote green jobs and career pathways**

Involvement in the WHAM Workforce Development Subcommittee helps with the goal of creating equitable career opportunities within the infrastructure fields and improving and aligning both municipal- and private-sector career pathways and retention efforts. The Workforce Development Subcommittee workplan outlines tasks to foster a skilled workforce to support the development of a climate resilient future. Climate resilient jobs contribute to the creation of sustainable and resilient communities by prioritizing the hiring and training of individuals with barriers to employment. The new project investments are creating jobs, the effort is being supplemented with the development of programs to connect people with jobs and provide training.

- **Ensure ongoing operation and maintenance of projects**

All Projects included in the recommended SIP may (and are expected to) request additional funding for operations and maintenance for a minimum useful life of 30 years and monitoring for 3-years post-construction. The District intends for future SIPs to capture this in the projections as appropriate.

4 Recommendation

The ROC recommends the Board of Supervisors approve the following FY21-22 Regional Program Budgets for each Watershed Area and allocate funds to each respective SCW Fund.

Watershed Area (SCW Fund #)	FY21-22 Regional Program Budget	ROC Recommendation
Central Santa Monica Bay (B43)	\$16,762,500.00	Recommended as is
Lower San Gabriel River (B44)	\$16,384,694.00	Recommended as is
North Santa Monica Bay (B45)	\$800,000.00	Recommended as is
Rio Hondo (B46)	\$12,515,721.00	Recommended as is
Santa Clara River (B47)	\$500,000.00	Recommended as is
South Santa Monica Bay (B48)	\$19,998,012.42	Recommended as is
Lower Los Angeles River (B49)	\$12,964,999.00	Recommended as is
Upper San Gabriel River (B50)	\$18,280,067.00	Recommended as is
Upper Los Angeles River (B51)	\$45,996,271.21	Recommended as is
Grand Total	\$144,202,264.63	

Safe, Clean Water Program

Fiscal Year 2021-2022

Stormwater Investment Plans



The regional investments made will help address the urgent and growing needs in our communities and in our region. More than ever, investments in creative and innovative solutions should be made now for a resilient future. SCW Program helps attain that goal by implementing innovative multi-benefit infrastructure projects that improve water quality, increase local water supply, and enhance our communities.

Attachment A
Summary of Regional Program Stormwater Investment Plans

Project Name	Project Lead	FY 20-21 Disbursements*	FY 21-22 Budget	FY 22-23 Projection	FY 23-24 Projection	FY 24-25 Projection	FY 25-26 Projection
Central Santa Monica Bay		\$11,537,500.00	\$16,762,500.00	\$17,231,731.00	\$10,063,982.00	\$7,321,386.00	\$3,626,063.00
FY20-21		\$11,537,500.00	\$13,462,500.00	\$13,497,900.00	\$5,097,900.00	\$2,347,918.00	\$400,000.00
Infrastructure Project		\$10,837,500.00	\$13,062,500.00	\$13,097,900.00	\$4,697,900.00	\$1,947,918.00	\$0.00
Beverly Hills Burton Way Green Street and Water Efficient Landscape Project	City of Beverly Hills (Derek Nguyen)	\$2,500,000.00	\$2,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Culver City Mesmer Low Flow Diversion	City of Culver City	\$237,500.00	\$712,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Ladera Park Stormwater Improvements Project	Los Angeles County Public Works	\$1,000,000.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00
MacArthur Lake Rehabilitation Project	City of Los Angeles, Bureau of Sanitation	\$2,000,000.00	\$2,000,000.00	\$9,397,900.00	\$4,697,900.00	\$1,947,918.00	\$0.00
Monteith Park and View Park Green Alley Stormwater Improvements Project	Los Angeles County Public Works	\$1,400,000.00	\$3,150,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Sustainable Water Infrastructure Project	City of Santa Monica	\$2,500,000.00	\$2,500,000.00	\$2,500,000.00	\$0.00	\$0.00	\$0.00
Washington Boulevard Stormwater and Urban Runoff Diversion	City of Culver City	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	\$0.00	\$0.00	\$0.00
Technical Resource		\$700,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00
Central Santa Monica Bay Watershed Coordinators	Los Angeles County Flood Control District	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00
Edward Vincent Junior Park Stormwater Improvements Project	City of Inglewood	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY21-22			\$3,300,000.00	\$3,733,831.00	\$4,966,082.00	\$4,973,468.00	\$3,226,063.00
Infrastructure Project			\$3,000,000.00	\$3,733,831.00	\$4,966,082.00	\$4,973,468.00	\$3,226,063.00
Ballona Creek TMDL Project	City of Los Angeles, LA Sanitation and Environment		\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00
Slauson Connect Clean Water Project	Slauson Connect Clean Water Partnership – powered by Corvias Infrastructure		\$0.00	\$733,831.00	\$1,966,082.00	\$1,973,468.00	\$226,063.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Syd Kronenthal Park Stormwater Capture Project	City of Culver City		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Lower Los Angeles River		\$9,800,000.00	\$12,964,999.00	\$8,393,664.00	\$546,000.00	\$5,968,817.00	\$5,948,803.00
FY20-21		\$9,800,000.00	\$7,200,000.00	\$5,000,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Infrastructure Project		\$9,000,000.00	\$7,000,000.00	\$4,800,000.00	\$0.00	\$0.00	\$0.00
John Anson Ford Park Infiltration Cistern	City of Bell Gardens	\$8,000,000.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Long Beach Municipal Urban Stormwater Treatment (LB MUST) - Phase 1	City of Long Beach	\$1,000,000.00	\$5,000,000.00	\$4,800,000.00	\$0.00	\$0.00	\$0.00
Technical Resource		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Parque Dos Rios Bioswale	Watershed Conservation Authority	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Willow Springs Park: Wetland Restoration Expansion	City of Long Beach	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lower Los Angeles River Watershed Coordinator	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
FY21-22			\$5,764,999.00	\$3,393,664.00	\$346,000.00	\$5,768,817.00	\$5,748,803.00
Infrastructure Project			\$5,689,999.00	\$3,393,664.00	\$346,000.00	\$5,768,817.00	\$5,748,803.00
Compton Blvd Et. Al. Project	Los Angeles County		\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$0.00
Furman Park Stormwater Capture and Infiltration Project	City of Downey		\$606,386.00	\$893,664.00	\$0.00	\$5,422,817.00	\$5,402,803.00
Lynwood City Park Stormwater Capture Project	City of Lynwood		\$1,691,629.00	\$0.00	\$0.00	\$0.00	\$0.00
Spane Park	City of Paramount		\$891,984.00	\$0.00	\$0.00	\$0.00	\$0.00
Urban Orchard Project	City of South Gate		\$2,200,000.00	\$2,200,000.00	\$346,000.00	\$346,000.00	\$346,000.00
Scientific Study			\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Gateway Area Pathfinding Analysis (GAP Analysis)	Gateway Water Management Authority		\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Lower San Gabriel River		\$7,260,594.00	\$16,384,694.00	\$15,428,633.00	\$8,961,433.00	\$8,333,538.00	\$200,000.00
FY20-21		\$7,260,594.00	\$11,926,907.00	\$14,961,433.00	\$8,961,433.00	\$8,333,538.00	\$200,000.00
Infrastructure Project		\$7,060,594.00	\$11,726,907.00	\$14,761,433.00	\$8,761,433.00	\$8,133,538.00	\$0.00
Adventure Park Multi Benefit Stormwater Capture Project	Los Angeles County Public Works	\$2,000,000.00	\$5,500,000.00	\$6,000,000.00	\$0.00	\$0.00	\$0.00
Bolivar Park	City of Lakewood	\$473,000.00	\$198,225.00	\$198,225.00	\$198,225.00	\$198,225.00	\$0.00
Caruthers Park	City of Bellflower	\$147,000.00	\$177,000.00	\$177,000.00	\$177,000.00	\$177,000.00	\$0.00
El Dorado Regional Project	City of Long Beach	\$900,000.00	\$2,100,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Hermosillo Park	City of Norwalk	\$2,240,000.00	\$1,860,000.00	\$5,340,000.00	\$5,340,000.00	\$5,330,000.00	\$0.00
Mayfair Park	City of Lakewood	\$253,225.00	\$253,225.00	\$253,225.00	\$253,225.00	\$253,225.00	\$0.00

Attachment A
Summary of Regional Program Stormwater Investment Plans

Project Name	Project Lead	FY 20-21 Disbursements*	FY 21-22 Budget	FY 22-23 Projection	FY 23-24 Projection	FY 24-25 Projection	FY 25-26 Projection
Skylinks Golf Course at Wardlow Stormwater Capture Project	City of Long Beach	\$1,047,369.00	\$1,638,457.00	\$2,792,983.00	\$2,792,983.00	\$2,175,088.00	\$0.00
Technical Resource		\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Lower San Gabriel River Watershed Coordinator	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
FY21-22			\$4,457,787.00	\$467,200.00	\$0.00	\$0.00	\$0.00
Infrastructure Project			\$4,082,787.00	\$467,200.00	\$0.00	\$0.00	\$0.00
Bellflower Simms Park Stormwater Capture Project	City of Bellflower		\$2,141,987.00	\$0.00	\$0.00	\$0.00	\$0.00
Cerritos Sports Complex	City of Cerritos		\$1,940,800.00	\$467,200.00	\$0.00	\$0.00	\$0.00
Scientific Study			\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Gateway Area Pathfinding Analysis (GAP Analysis)	Gateway Water Management Authority		\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Sorensen Park Multi-Benefit Stormwater Capture Project	Los Angeles County Public Works		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
North Santa Monica Bay		\$100,000.00	\$800,000.00	\$500,000.00	\$100,000.00	\$100,000.00	\$100,000.00
FY20-21		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Technical Resource		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
North Santa Monica Bay Watershed Coordinator	Los Angeles County Flood Control District	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
FY21-22			\$700,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00
Infrastructure Project			\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00
Viewridge Road Stormwater Improvements Project	Los Angeles County Public Works		\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Las Virgenes Creek Restoration - Phase III	City of Calabasas		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Rio Hondo		\$8,507,500.00	\$12,515,721.00	\$7,924,360.00	\$2,269,428.00	\$2,341,970.00	\$200,000.00
FY20-21		\$8,507,500.00	\$3,855,000.00	\$5,142,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Infrastructure Project		\$7,440,000.00	\$3,330,000.00	\$4,730,000.00	\$0.00	\$0.00	\$0.00
Baldwin Lake and Tule Pond Restoration Project	Los Angeles County Public Works/Flood Control Dist	\$440,000.00	\$3,330,000.00	\$4,730,000.00	\$0.00	\$0.00	\$0.00
East Los Angeles Sustainable Median Stormwater Capture Project	Los Angeles County	\$7,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Scientific Study		\$267,500.00	\$325,000.00	\$212,000.00	\$0.00	\$0.00	\$0.00
LRS Adaptation to Address the LA River Bacteria TMDL for the ULAR Water	San Gabriel Valley Council of Governments	\$57,500.00	\$115,000.00	\$92,000.00	\$0.00	\$0.00	\$0.00
preSIP: A Platform for Watershed Science and Project Collaboration	San Gabriel Valley Council of Governments	\$210,000.00	\$210,000.00	\$120,000.00	\$0.00	\$0.00	\$0.00
Technical Resource		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Arcadia Wash Water Conservation Diversion	City of Monrovia	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rio Hondo Watershed Coordinator	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Vincent Lugo Park Stormwater Capture Feasibility Study	City of San Gabriel	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY21-22			\$8,660,721.00	\$2,782,360.00	\$2,069,428.00	\$2,141,970.00	\$0.00
Infrastructure Project			\$7,699,901.00	\$2,723,213.00	\$2,004,245.00	\$2,141,970.00	\$0.00
Alhambra Wash Dry-Weather Diversion	San Gabriel Valley Council of Governments (SGVCOG), Eric Shen		\$275,300.00	\$651,500.00	\$822,690.00	\$822,690.00	\$0.00
East Los Angeles College Northeast Drainage Area and City of Monterey Pa	East Los Angeles College/Build LACCD		\$60,524.00	\$472,094.00	\$0.00	\$0.00	\$0.00
Eaton Wash Dry-Weather Diversion	San Gabriel Valley Council of Governments (SGVCOG), Eric Shen		\$247,000.00	\$444,665.00	\$444,665.00	\$592,890.00	\$0.00
Merced Ave Greenway (Phase I - South Residential Corridor)	City of South El Monte		\$3,197,240.00	\$37,454.00	\$0.00	\$0.00	\$0.00
Mt. Lowe Median Stormwater Capture Project	Los Angeles County		\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Plymouth School Neighborhood Stormwater Capture Demonstration Proje	Amigos de los Rios (AdIR), Claire Robinson		\$548,662.00	\$0.00	\$10,500.00	\$0.00	\$0.00
Rio Hondo Ecosystem Restoration Project	City of Monrovia		\$2,329,375.00	\$0.00	\$0.00	\$0.00	\$0.00
Rubio Wash Dry-Weather Diversion	San Gabriel Valley Council of Governments (SGVCOG), Eric Shen		\$241,800.00	\$1,117,500.00	\$726,390.00	\$726,390.00	\$0.00
Scientific Study			\$60,820.00	\$59,147.00	\$65,183.00	\$0.00	\$0.00
Fire Effects Study in the ULAR Watershed Management Area	San Gabriel Valley Council of Governments		\$60,820.00	\$59,147.00	\$65,183.00	\$0.00	\$0.00
Technical Resource			\$900,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Sierra Madre Boulevard Green Street Stormwater Capture Project	City of Pasadena		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00

Attachment A
Summary of Regional Program Stormwater Investment Plans

Project Name	Project Lead	FY 20-21 Disbursements*	FY 21-22 Budget	FY 22-23 Projection	FY 23-24 Projection	FY 24-25 Projection	FY 25-26 Projection
South El Monte High School	Lena Luna		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Washington Park Stormwater Capture Project	City of Pasadena		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Santa Clara River		\$4,888,603.00	\$500,000.00	\$200,000.00	\$13,398,897.00	\$3,200,000.00	\$200,000.00
FY20-21		\$4,888,603.00	\$200,000.00	\$200,000.00	\$13,398,897.00	\$3,200,000.00	\$200,000.00
Infrastructure Project		\$4,688,603.00	\$0.00	\$0.00	\$13,198,897.00	\$3,000,000.00	\$0.00
Hasley Canyon Park Stormwater Improvements Project	Los Angeles County Public Works	\$2,887,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Newhall Park Infiltration	Dan Duncan, Oliver Cramer	\$1,801,103.00	\$0.00	\$0.00	\$13,198,897.00	\$3,000,000.00	\$0.00
Technical Resource		\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Santa Clara River Watershed Coordinator	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
FY21-22			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Via Princessa Park	Oliver Cramer		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
South Santa Monica Bay		\$14,388,796.00	\$19,998,012.42	\$15,282,130.98	\$8,133,801.36	\$9,612,027.45	\$7,327,910.64
FY20-21		\$14,388,796.00	\$12,478,529.00	\$10,220,261.00	\$200,000.00	\$200,000.00	\$200,000.00
Infrastructure Project		\$13,574,325.00	\$12,255,375.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00
Alondra Park Multi Benefit Stormwater Capture Project	Los Angeles County	\$10,000,000.00	\$10,000,000.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00
Torrance Airport Storm Water Basin Project, Phase 2	City of Torrance	\$906,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Wilmington Q Street Local Urban Area Flow Management Project	City of Los Angeles, Bureau of Sanitation	\$2,668,325.00	\$2,255,375.00	\$0.00	\$0.00	\$0.00	\$0.00
Scientific Study		\$14,471.00	\$23,154.00	\$20,261.00	\$0.00	\$0.00	\$0.00
Recalculation of Wet Weather Zinc Criterion	City of Los Angeles Sanitation	\$14,471.00	\$23,154.00	\$20,261.00	\$0.00	\$0.00	\$0.00
Technical Resource		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Eastview Park	City of Rancho Palos Verdes	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Harbor City Park Multi-Benefit Stormwater Capture Project	Los Angeles County	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Santa Monica Bay Watershed Coordinator	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
FY21-22			\$7,519,483.42	\$5,061,869.98	\$7,933,801.36	\$9,412,027.45	\$7,127,910.64
Infrastructure Project			\$6,872,327.00	\$4,717,905.50	\$7,600,932.50	\$9,081,932.50	\$7,072,432.50
Carson Stormwater and Runoff Capture Project at Carriage Crest Park	City of Carson		\$207,500.00	\$207,500.00	\$207,500.00	\$207,500.00	\$207,500.00
South Santa Monica Bay Water Quality Enhancement: 28th Street Storm D	City of Manhattan Beach (Mamerto Estepa Jr., Prem Kumar, and Shawn		\$1,497,100.00	\$4,005,732.50	\$4,005,732.50	\$4,055,732.50	\$4,055,732.50
Stormwater Basin Expansion Project	City of Torrance		\$4,505,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Wilmington Neighborhood Greening Project	City of Los Angeles, Bureau of Sanitation and Environment		\$662,727.00	\$504,673.00	\$3,387,700.00	\$4,818,700.00	\$2,809,200.00
Scientific Study			\$47,156.42	\$343,964.48	\$332,868.86	\$330,094.95	\$55,478.14
Regional Pathogen Reduction Study	Gateway Water Management Authority		\$47,156.42	\$343,964.48	\$332,868.86	\$330,094.95	\$55,478.14
Technical Resource			\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Palos Verdes Peninsula Multi-Benefit Flow Diversion Project	City of Rolling Hills Estates		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Prioritization of Parkway BMPs for Dominguez Channel/ Harbors Toxics TN	City of Torrance		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Upper Los Angeles River		\$27,315,801.32	\$45,996,271.21	\$36,729,064.70	\$31,288,673.80	\$30,182,284.00	\$12,865,116.00
FY20-21		\$27,315,801.32	\$33,460,562.21	\$15,928,895.70	\$12,481,569.80	\$10,099,900.00	\$975,000.00
Infrastructure Project		\$24,135,094.32	\$31,634,429.21	\$14,497,404.70	\$11,881,569.80	\$9,499,900.00	\$375,000.00
Active Transportation Rail to River Corridor Project - Segment A	Los Angeles Metropolitan Transit Authority (Metro)	\$1,500,000.00	\$4,000,000.00	\$2,000,000.00	\$425,000.00	\$125,000.00	\$375,000.00
Walnut Park Pocket Park Project	County of Los Angeles	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00
The Distributed Drywell System Project	City of Glendale	\$76,750.00	\$1,765,250.00	\$17,000.00	\$17,000.00	\$17,000.00	\$0.00
Oro Vista Local Area Urban Flow Management Project	City of Los Angeles, Bureau of Sanitation	\$2,118,120.00	\$2,118,120.00	\$2,118,120.00	\$2,118,120.00	\$2,118,120.00	\$0.00
Franklin D. Roosevelt Park Regional Stormwater Capture Project	Los Angeles County	\$2,000,000.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Lankershim Boulevard Local Area Urban Flow Management Network Proje	City of Los Angeles, Bureau of Sanitation	\$5,139,380.00	\$5,139,380.00	\$5,139,380.00	\$5,139,380.00	\$5,139,380.00	\$0.00
Fernangeles Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADW)	\$2,926,261.89	\$3,344,299.31	\$1,254,112.24	\$836,074.83	\$0.00	\$0.00
Echo Park Lake Rehabilitation	City of Los Angeles, Bureau of Sanitation	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Attachment A
Summary of Regional Program Stormwater Investment Plans

Project Name	Project Lead	FY 20-21 Disbursements*	FY 21-22 Budget	FY 22-23 Projection	FY 23-24 Projection	FY 24-25 Projection	FY 25-26 Projection
Valley Village Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	\$1,112,070.49	\$1,270,937.69	\$476,601.63	\$317,734.42	\$0.00	\$0.00
Strathern Park North Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	\$3,247,511.94	\$3,711,442.21	\$1,391,790.83	\$927,860.55	\$0.00	\$0.00
Rory M. Shaw Wetlands Park Project	Los Angeles Flood Control District	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$0.00
City of San Fernando Regional Park Infiltration Project	City of San Fernando (Kenneth Jones)	\$3,115,000.00	\$5,785,000.00	\$100,400.00	\$100,400.00	\$100,400.00	\$0.00
Scientific Study		\$980,707.00	\$1,226,133.00	\$831,491.00	\$0.00	\$0.00	\$0.00
LRS Adaptation to Address the LA River Bacteria TMDL for the ULAR Watershed	San Gabriel Valley Council of Governments	\$192,500.00	\$385,000.00	\$308,000.00	\$0.00	\$0.00	\$0.00
preSIP: A Platform for Watershed Science and Project Collaboration	San Gabriel Valley Council of Governments	\$700,000.00	\$700,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00
Recalculation of Wet Weather Zinc Criterion	City of Los Angeles Sanitation	\$88,207.00	\$141,133.00	\$123,491.00	\$0.00	\$0.00	\$0.00
Technical Resource		\$2,200,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00
Green Street Demonstration Project on Main Street	City of Alhambra	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Winery Canyon Channel / Descanso Gardens Stormwater Capture Feasibility Study	City of La Canada Flintridge	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hay Canyon Channel / FIS Sports Facilities Stormwater Capture Feasibility Study	City of La Canada Flintridge	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pasadena Unified School District Campus Green Infrastructure Development	Claire Robinson, Managing Director, Amigos de los Rios	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Upper Los Angeles River Watershed Coordinators	Los Angeles County Flood Control District	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00
Arroyo Seco Projects: Constructed Wetlands by the Arroyo Seco	Shahid Abbas, Director of Public Works, City of South Pasadena	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FY21-22			\$12,535,709.00	\$20,800,169.00	\$18,807,104.00	\$20,082,384.00	\$11,890,116.00
Infrastructure Project			\$10,525,451.00	\$20,310,734.00	\$18,588,884.00	\$20,082,384.00	\$11,890,116.00
Altadena Mariposa Green Street Demonstration Project	Amigos de los Rios, Claire Robinson		\$545,300.00	\$165,972.00	\$10,500.00	\$9,000.00	\$9,000.00
Victory ES - DROPS	Los Angeles Unified School District		\$178,585.00	\$0.00	\$0.00	\$0.00	\$0.00
Los Angeles Pierce College Northeast Campus Stormwater Capture & Use	Los Angeles Community College District & BuildLACCD		\$476,697.00	\$4,766,978.00	\$0.00	\$0.00	\$0.00
Lincoln Park Neighborhood Green Street Network	City of Los Angeles Sanitation and Environment		\$3,726,916.00	\$3,726,916.00	\$3,726,916.00	\$3,726,916.00	\$3,726,916.00
Broadway-Manchester Multi-Modal Green Streets Project	City of Los Angeles Bureau of Street Services (StreetsLA)		\$886,000.00	\$4,000,000.00	\$4,000,000.00	\$2,833,000.00	\$0.00
Altadena - Lake Avenue Green Improvement	Los Angeles County Public Works		\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Westmont - Vermont Avenue Green Improvement	Los Angeles County Public Works		\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00
David M. Gonzales Recreation Center Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)		\$388,000.00	\$581,000.00	\$1,550,000.00	\$2,130,000.00	\$3,099,000.00
Valley Plaza Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)		\$529,000.00	\$794,000.00	\$2,116,000.00	\$2,910,000.00	\$4,232,000.00
Metro Orange Line a Water Infiltration and Quality Project	Los Angeles County Metropolitan Transportation Authority		\$1,600,000.00	\$5,070,400.00	\$6,000,000.00	\$7,288,000.00	\$823,200.00
Arroyo Seco-San Rafael Treatment Wetlands	City of Pasadena		\$1,194,953.00	\$1,205,468.00	\$1,185,468.00	\$1,185,468.00	\$0.00
Scientific Study			\$1,410,258.00	\$489,435.00	\$218,220.00	\$0.00	\$0.00
Fire Effects Study in the ULAR Watershed Management Area	San Gabriel Valley Council of Governments		\$203,616.00	\$198,014.00	\$218,220.00	\$0.00	\$0.00
Evaluation of infiltration testing methods for design of stormwater drywell	California State Polytechnic University, Pomona		\$554,684.00	\$0.00	\$0.00	\$0.00	\$0.00
LAUSD Living Schoolyards Program Pilot Study	TreePeople		\$651,958.00	\$291,421.00	\$0.00	\$0.00	\$0.00
Technical Resource			\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00
McCambridge Park Stormwater Capture Multi-Benefit Project	City of Burbank		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
South Pasadena Huntington Drive Regional Green Street	City of South Pasadena		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Upper San Gabriel River		\$10,919,762.00	\$18,280,067.00	\$25,303,294.00	\$20,377,894.00	\$15,826,604.00	\$719,822.00
FY20-21		\$10,919,762.00	\$10,789,423.00	\$24,012,652.00	\$20,377,894.00	\$15,306,782.00	\$200,000.00
Infrastructure Project		\$9,734,762.00	\$10,589,423.00	\$23,812,652.00	\$20,177,894.00	\$15,106,782.00	\$0.00
Barnes Park	City of Baldwin Park	\$1,000,000.00	\$1,500,000.00	\$7,400,000.00	\$4,835,690.00	\$0.00	\$0.00
Bassett High School Stormwater Capture Multi-Benefit Project	Los Angeles County	\$3,000,000.00	\$7,200,000.00	\$7,000,000.00	\$7,000,000.00	\$7,000,000.00	\$0.00
Encanto Park Stormwater Capture Project	City of Monrovia	\$702,860.00	\$827,000.00	\$952,388.00	\$0.00	\$0.00	\$0.00
Garvey Avenue Grade Separation Drainage Improvement Project	City of El Monte	\$4,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pedley Spreading Grounds	East San Gabriel Valley Watershed Management Group	\$102,760.00	\$154,140.00	\$1,330,180.00	\$1,212,120.00	\$26,700.00	\$0.00
Wingate Park Regional EWMP Project	City of Covina	\$929,142.00	\$908,283.00	\$7,130,084.00	\$7,130,084.00	\$8,080,082.00	\$0.00
Scientific Study		\$385,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
San Gabriel Valley Regional Confirmation of Infiltration Rates	East San Gabriel Valley Watershed Management Group	\$385,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Attachment A
Summary of Regional Program Stormwater Investment Plans

Project Name	Project Lead	FY 20-21 Disbursements*	FY 21-22 Budget	FY 22-23 Projection	FY 23-24 Projection	FY 24-25 Projection	FY 25-26 Projection
Technical Resource		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Glendora Avenue Green Street Feasibility Study	City of Glendora	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MacLaren Hall Property Park and Sports Fields Project	City of El Monte	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Upper San Gabriel River Watershed Coordinator	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
FY21-22			\$7,490,644.00	\$1,290,642.00	\$0.00	\$519,822.00	\$519,822.00
Infrastructure Project			\$7,090,644.00	\$1,290,642.00	\$0.00	\$0.00	\$0.00
Fairplex	East San Gabriel Valley Watershed Management Group		\$2,900,000.00	\$0.00	\$0.00	\$0.00	\$0.00
FINKBINER PARK STORMWATER CAPTURE PROJECT	City of Glendora		\$1,290,644.00	\$1,290,642.00	\$0.00	\$0.00	\$0.00
Lone Hill Park	East San Gabriel Valley Watershed Management Group		\$900,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Zamora Park Renovation Project	City of El Monte		\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Scientific Study			\$100,000.00	\$0.00	\$0.00	\$519,822.00	\$519,822.00
Regional Pathogen Reduction Study	Gateway Water Management Authority		\$100,000.00	\$0.00	\$0.00	\$519,822.00	\$519,822.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Sunset Crossing Park Multi-Benefit Stormwater Project	City of Diamond Bar		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total		\$94,718,556.32	\$144,202,264.63	\$126,992,877.68	\$95,140,109.16	\$82,886,626.45	\$31,187,714.64

*Values will differ from the previously approved SIP. Two Projects Concepts were withdrawn by the applicant after approval by the Board of Supervisors.



Agenda Date: 12/21/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Terry Hackelman, Information Technology Director
Tatyana Roujenova-Peltekova, Senior Management Analyst

SUBJECT:

Consideration of a Resolution Approving a Three-Year Broadcast Services Agreement with PEGasus Studios for a Not-to-Exceed Three-Year Cost of \$180,000 (Information Technology Director Hackelman).

ADOPT RESOLUTION NO. 21-0113

RECOMMENDATION:

Staff recommends that the City Council:

- a) Adopt Resolution No. 21-0113 approving a three-year broadcast services agreement with PEGasus Studios for a not-to-exceed annual cost of \$60,000 or a three-year total value of \$180,000; and
- b) Approve the option for the City Manager to extend the term for up to two additional one-year periods; if both extensions are exercised, the approximate five-year total contract amount will be \$300,000.

FISCAL IMPLICATIONS:

Funds are included in the adopted Fiscal Year 2021-2022 budget and will be included in future fiscal year's budgets.

BACKGROUND:

The City broadcasts live and re-broadcasts City Council and Planning Commission meetings through two cable television franchisees, Spectrum (formerly Time Warner) and Frontier (formerly Verizon). In addition, City Council and Planning Commission meetings are available via the City's website www.manhattanbeach.gov/MBtv <<http://www.manhattanbeach.gov/MBtv>>, both as a live stream and as on-demand viewing. The programming may include other special events such as Town Hall meetings and other content promoting City events and activities. The

City of Manhattan Beach is the programming authority for the channels presenting the same content concurrently.

Since 2007, the Information Technology (IT) Department staff has supported all aspects of the broadcast and re-broadcasts of City meetings and special events, including the audio/video (A/V) and technology infrastructure to support the 24-hour public access to the government channels. The broadcasting relied exclusively on existing IT staff to perform the services in addition to their day-to-day technical operations responsibilities. This resulted in increased overtime labor costs for the IT Department.

To allow for more appropriate use of the IT staff and reduce overtime charges, in January 2017, City Council awarded PEGasus Studios a three-year contract to provide professional broadcast services to augment the department efforts. The agreement included an option for the City Manager to extend the term for two additional one-year periods. The estimated five-year contract value was \$246,950 or \$49,390 annually. With the last extension expiring on January 23, 2022, there is a need to establish a new contract.

DISCUSSION:

PEGasus successfully provided on-site broadcasting services from 2017 until the beginning of March 2020. Due to the impacts of COVID-19, after March 3, 2020, the City Council and Commission meetings have been held virtually using Zoom (this is permissible under Governor Newsom’s Executive Orders Nos. N-25-20 and N-29-2). To limit exposure and maintain social distancing, the City determined that the broadcasting should be supported using IT staff only. Over the last seven to eight months, the IT Department has begun using PEGasus for hybrid City Council meetings (Zoom and on-site meeting broadcast). The hybrid model requires significantly more resources to support. If PEGasus resources are not used for the hybrid meetings, additional IT staff members would be required, increasing considerably the labor costs.

The proposed PEGasus agreement anticipates future City Council and Planning Commission meetings will use a hybrid broadcast format (Zoom and on-site) and plans for increased PEGasus involvement. The hybrid City Council and Planning Commission meetings increase public participation and access, resulting in greater transparency. In preparation for the hybrid meeting possibility, the yearly amount for the contract has been increased to an amount not-to-exceed \$60,000. The City only pays for actual services provided, so the City will only incur costs if PEGasus services are used during broadcasts.

Staff recommends that the City Council: a) adopt Resolution No. 21-0113 approving three-year professional services agreement with PEGasus Studios for broadcast contract services for a not-to-exceed annual cost of \$60,000 or three-year total cost of \$180,000; and b) approve the option for the City Manager to extend the term for up to two additional one-year periods; if both extensions are exercised, the approximate five-year total contract amount will be \$300,000.

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.

LEGAL REVIEW:

The City Attorney has approved the agreement as to form.

ATTACHMENTS:

1. Resolution No. 21-0113
2. Agreement - PEGasus Studios

RESOLUTION NO. 21-0113

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND ROBERT SCHWIEGER DBA PEGASUS FOR BROADCAST 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 Robert Schwieger dba PEGasus for broadcast services for a not-to-exceed amount of \$60,000, annually.

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 December 21, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

HILDY STERN
Mayor

ATTEST:

LIZA TAMURA
City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between the City of Manhattan Beach, a California municipal corporation (“City”) and Robert Michael Schwieger dba PEGasus Studios, a sole proprietor (“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 professional broadcast 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 broadcast 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 Robert Schwieger, Owner/Manager (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.

Approved for Use 3/1/2021

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 and shall remain in effect for 3 years unless sooner terminated as provided in Section 12 of this Agreement. The City Manager shall have the option, in his sole discretion, to extend the term for up to two additional one-year periods.

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 \$60,000 annually (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 Unanticipated Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services 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. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its actual cost. 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 Accounts Payable, ap@manhattanbeach.gov. 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.

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: Information Technology
1400 Highland Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

PEGasus Studios
Attn: Robert Schwieger
14275 Peach Hill Road
Moorpark, CA 93021
Email: infopegstudios@gmail.com

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. 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. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of 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]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

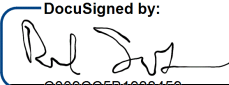
City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Robert Schwieger dba PEGasus Studios,
a Sole Proprietor

By: _____
Name: Bruce Moe
Title: City Manager

DocuSigned by:
 12/1/2021
By: _____
Name: Robert Schwieger
Title: Owner


ATTEST:

By: _____
Name: _____
Title: _____


By: _____
Name: Liza Tamura
Title: City Clerk

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

APPROVED AS TO FORM:

DocuSigned by:
 12/7/2021
By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
 12/6/2021
By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:


DocuSigned by:
 12/1/2021
By: _____
Name: Terry Hackelman
Title: Information Technology Director

EXHIBIT A SCOPE OF SERVICES AND APPROVED FEE SCHEDULE

Broadcast services will be performed by the PEGasus Studios manager and staff. All costs will be billed at an hourly rate, except for the Administrative Tasks, which will be a flat-rate, billed monthly. The cost breaks the fees into the general categories of Broadcast Services, Administrative Services, and Technical Services (optional). The maximum There is an option for the City to choose to receive extended services, at their discretion. The rates for the services are as follows:

A. Broadcast Services

This item provides the project management and on-site staffing necessary to setup, stage, film, edit, and broadcast the meetings, special events, and other programming. Based on the City's need, the broadcast services will be performed by a one- or two-person team for \$80/person per hour, with a minimum of 2 hours.

If requested by City staff, a third person will be made available for an additional \$60 per hour.

The Consultant requests 72 hours advance notice before filming an event if possible.

B. Administrative Services

This item includes tasks of an administrative nature, including coordinating with City and Cable Companies, preparing schedules, responding to public requests for information, requesting equipment and supplies, and maintaining video archives.

The fee for these services will be a \$395 flat-rate, monthly fee.

C. Technical Services (optional)

The technical Services will be performed by the audio/video and/or broadcast system Consultant or City staff. However, upon City discretion, the City may choose to use the Consultant's technical services. This is only an option.

PEGasus Studios Staff Training (if needed)

If needed, the City may provide overall training to PEGasus Studios Manager and/or staff if there is a significant change in the broadcast procedures and/or equipment. Such training will be billed at a flat-rate fee of \$95. However, it is a Consultant's responsibility to train any newly hired PEGasus staff members on current broadcast processes and procedures.

Ongoing Technical Services and Maintenance (optional)

The purpose of this phase is to provide general technical assistance over the life of the contract, including troubleshooting services, maintenance, specifying new equipment and systems, completing the design, installation, adjustment, and setup of systems.

Costs for these services will be billed at \$95 per hour, with a 3-hour minimum. It is estimated that normal maintenance can be completed in an 8-hour day, once per quarter. Emergency technical services are also charged at \$95 per hour, with a 4-hour minimum, and 48-hour response.

D. Extended Scope of Work:

If the City desires, PEGasus Studios can provide additional services that are outside the scope of the current contract. These services are optional and at the discretion of the City. PEGasus Studios will provide separate estimates for each requested project following the rates:

- Filming \$150/hr with a minimum of 4 hours
- Photography \$150/hr with a minimum of 4 hours
- Post-production Editing \$100/hr

Examples of such work may include:

- Use of PEGasus own equipment for filming and/or editing.
- Production of Public Service Announcements.
- Development of instructional or training videos, or other videos requiring scripting, actors, and/or voice-overs.



Agenda Date: 12/21/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Carrie Tai, AICP, Community Development Director
George Gabriel, Assistant to the City Manager

SUBJECT:

Consideration of a Resolution Expressing Support for the “Brand-Huang-Mendoza Tripartisan Land Use Initiative” to Amend Article XI of the Constitution of the State of California to Ensure that All Decisions Regarding Local Land Use Controls, Including Zoning Law and Regulations, are Made by the Affected Communities (City Manager Moe).

ADOPT RESOLUTION NO. 21-0117

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 21-0117 expressing support for the “Brand-Huang-Mendoza Tripartisan Land Use Initiative” to Amend Article XI of the Constitution of the State of California to ensure that all decisions regarding local land use controls, including zoning law and regulations, are made by the affected communities.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with the recommended action.

BACKGROUND:

State law requires each local government to have a General Plan, which includes required Land Use and Housing Elements (chapters) to guide policies for land use and housing for a particular jurisdiction. Several housing bills passed by the California Legislature and signed by the Governor of California over the past few years preempt local regulations for land use and housing.

At the June 1, 2021, meeting, City Council adopted Resolution No. 21-0046 to express support for local control and authority as it relates to land use, zoning, and housing issues. That resolution resolves that, “The City of Manhattan Beach will support efforts to protect the ability of

cities to retain local control over land use and housing as each individual city within the State of California is best suited to determine how land use and housing policies should be implemented in its City.”

On September 16, 2021, Governor Newsom signed Senate Bills (SB) 9 and 10, which relate to housing. Most notably, Senate Bill 9 preempts local policies and zoning related to how the City plans and approves housing units in single-family neighborhoods. For example, SB 9 requires the City to permit lot splits and a second primary dwelling unit on each single-family lot, without accounting for public safety, required infrastructure, or neighborhood development patterns.

New housing laws like SB 9 are contrary to the City and State’s adopted procedures for requiring City Council approval of General Plan or zoning changes. This one-size fits all approach to local land use policy and regulation may have significant adverse impacts on a city’s ability to provide for services. SB 9 may also have significant implications regarding traffic, parking, and other infrastructure that serves to ensure quality of life for current and future residents in any community.

In March 2021, Assembly Member Muratsuchi introduced Assembly Constitutional Amendment 7 (ACA 7) to provide that an ordinance or regulation adopted pursuant to a city charter that regulates the zoning or land use prevails over conflicting state statute. Subsequent to its introduction, the bill did not progress to a committee for discussion and therefore, has not progressed through the legislative process.

DISCUSSION:

On November 1, 2021, a statewide coalition of local leaders and community activists filed the “Brand-Huang-Mendoza Tripartisan Land Use Initiative” (Initiative) with the California State Attorney General’s Office and received title and summary (see attachment). Prepared as a ballot initiative for the November 8, 2022 election, the Initiative is a constitutional amendment that would ensure that all decisions regarding local land use controls, including zoning law and regulations, are made by the affected communities, as opposed to the State. The proponents of the Initiative now have 180 days to collect approximately 1.3 million signatures across the State in order for the Initiative to be placed on the ballot.

Since the Initiative would advance efforts to protect the ability of a jurisdiction to retain local control over land use and housing, the Initiative is consistent with Resolution No. 21-0046. Therefore, staff has prepared a resolution for City Council consideration to express support for the “Brand-Huang-Mendoza Tripartisan Land Use Initiative.” If passed, the Initiative would ensure that local regulations, such as the City’s general plan, specific plan, ordinance or regulations prevail over State-level housing regulations such as SB 9, effectively ensuring local control on future State-level land-use changes.

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 21-0117 expressing support for the “Brand-Huang-Mendoza Tripartisan Land Use Initiative.”

LEGAL REVIEW:

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

necessary.

ATTACHMENTS:

1. Resolution No. 21-0117
2. Resolution No. 21-0046 (Adopted at 6/1/21 Meeting)
3. Ballot Title and Summary
4. Legislative Analyst's Office Summary

RESOLUTION NO. 21-0117

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL EXPRESSING SUPPORT FOR THE “BRAND-HUANG-MENDOZA TRIPARTISAN LAND USE INITIATIVE” TO AMEND ARTICLE XI OF THE CONSTITUTION OF THE STATE OF CALIFORNIA TO ENSURE THAT ALL DECISIONS REGARDING LOCAL LAND USE CONTROLS, INCLUDING ZONING LAW AND REGULATIONS, ARE MADE BY THE AFFECTED COMMUNITIES

WHEREAS, the Legislature of the State of California in recent years has proposed, passed, and signed into law a number of bills addressing a range of land use planning and housing issues; and

WHEREAS, the majority of these bills usurp the authority of local jurisdictions to determine for themselves the land use policies and practices that best suit each city and its residents and instead impose “one-size-fits-all” mandates that do not take into account the unique needs and differences of local jurisdictions throughout the State of California; and

WHEREAS, the majority of these bills do not provide any incentives or requirements for low-income affordable or moderate income workforce housing, but instead impose new policies that will incentivize speculation and result in the addition of market-rate or luxury housing, thereby eliminating the opportunity for local jurisdictions to implement effective policies that will create more affordable housing and affirmatively further fair housing practices; and

WHEREAS, the ability of local jurisdictions to determine for themselves which projects require review beyond ministerial approval; what parking requirements are appropriate for various neighborhoods; what housing plans and programs are suitable and practical for each community; and what zoning should be allowed for residential properties, rather than having these decisions imposed upon cities without regard for the unique circumstances and needs of each individual community, is a matter of critical importance to the City of Manhattan Beach and many other municipalities focused on local zoning and housing issues; and

WHEREAS, the City Council of the City of Manhattan Beach hereby determines that local government entities are best able to assess and respond to the unique needs of their respective communities and hereby objects to the proliferation of State legislation (such as SB 9 and SB 10) that would deprive them of that ability.

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council of the City of Manhattan Beach is opposed to the legislature of the State of California continually proposing and adopting

legislation that overrides the zoning and land use authority of local government and inhibits the ability of local government to effectively plan for and implement policies to stimulate the efficient production of affordable housing.

SECTION 2. That the City Council of the City of Manhattan Beach supports the Brand-Huang-Mendoza Tripartisan Land Use Initiative (Attached to the Resolution as Exhibit A) to ensure that zoning and land use authority rests with the local government entities that represent the communities in which the residents reside, and to allow local government to participate in solving our affordable housing crisis through solutions that effectively address the unique needs and conditions of each local community.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on December 21, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

HILDY STERN
Mayor

ATTEST:

LIZA TAMURA
City Clerk

Exhibit A

SECTION 1. The people of the State of California find and declare all of the following:

- (a) The circumstances and environmental impacts of local land use decisions vary greatly across the state from locality to locality.
- (b) The infrastructure required to maintain appropriate levels of public services, including police and fire services, parklands and public open spaces, transportation, water supply, schools, and sewers varies greatly across the state from locality to locality.
- (c) Land use decisions made by local officials must balance development with public facilities and services while addressing the economic, environmental, and social needs of the particular communities served by those local officials.
- (d) Thus, it is in the best interests of the state and local communities for these complex decisions to be made at the local level to ensure that the specific, unique characteristics, constraints, and needs of those communities are properly analyzed and addressed.
- (e) Gentrification of housing adjacent to public transportation will reduce or eliminate the availability of low or very low income housing near public transit, resulting in the loss of access by low or very low income persons to public transit, declines in public transit ridership, and increases in vehicle miles travelled.
- (f) The State Legislature cannot properly assess the impacts upon each community of sweeping centralized and rigid state land use rules and zoning regulations that apply across the state without regard to community impacts and, as a result, statewide land use and zoning will do great harm to local communities with differing circumstances and concerns.
- (g) Community development should not be controlled by state planners, but by local governments that know and can address the needs of, and the impacts upon, local communities. Local initiatives approved by voters pertaining to land use and zoning restrictions should not be nullified or superseded by the actions of any local or state legislative body.
- (h) Numerous state laws that target communities for elimination of zoning standards have been enacted, and continue to be proposed, that eliminate or erode local control over local development and circumvent the California Environmental Quality Act (“CEQA”), creating the potential for harmful environmental impacts to occur.
- (i) The purpose of this measure is to ensure that all decisions regarding local land use controls, including zoning law and regulations, are made by the affected communities in accordance with applicable law, including but not limited to CEQA (Public Resources Code § 21000 et seq.), the California Fair Employment and Housing Act (Government Code §§ 12900 – 12996), prohibitions against discrimination (Government Code § 65008), and affirmatively furthering fair housing (Government Code § 8899.50). This constitutional amendment would continue to provide for state control in the coastal zone, the siting of a power plant that can generate more than 50 megawatts of electricity, or the development or construction of water, communication or transportation infrastructure projects which the Legislature declares are matters of statewide concern and are in the best interests of the state. For purposes of this measure, it is the intent that a transportation infrastructure project shall not include a transit-oriented development project that is residential, commercial, or mixed-use.

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SECTION 2. Section 4.5 is added to Article XI of the California Constitution, to read:

SEC. 4.5. (a) Except as provided in subdivision (b), in the event of a conflict with a state statute, a county charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a county charter, that regulates the zoning, development or use of land within the boundaries of an unincorporated area of the county shall be deemed a county affair within the meaning of Section 4 and shall prevail over a conflicting state statute. No voter approved local initiative that regulates the zoning, development or use of land within the boundaries of any county shall be overturned or otherwise nullified by any legislative body.

(b) A county charter provision, general plan, specific plan, ordinance or a regulation adopted and applicable to an unincorporated area within a county, may be determined only by a court of competent jurisdiction, in accordance with Section 4, to address either a matter of statewide concern or a county affair if that provision, ordinance, or regulation conflicts with a state statute with regard to only the following:

- (1) The California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.
- (2) The siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.
- (3) The development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this paragraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

(c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.

(d) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SECTION 3. Section 5.5 is added to Article XI of the California Constitution, to read:

SEC. 5.5. (a) Except as provided in subdivision (b), in the event of a conflict with a state statute, a city charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a city charter, that establishes land use policies or regulates zoning or development standards within the boundaries of the city shall be deemed a municipal affair within the meaning of Section 5 and shall prevail over a conflicting state statute. No voter approved local initiative that regulates the zoning, development or use of land within the boundaries of any city shall be overturned or otherwise nullified by any legislative body.

(b) A city charter provision, general plan, specific plan, ordinance or a regulation adopted pursuant to a city charter, may be determined only by a court of competent jurisdiction, in accordance with Section 5, to address either a matter of statewide concern or a municipal affair

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if that provision, ordinance, or regulation conflicts with a state statute with regard to only the following:

- (1) The California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.
- (2) The siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.
- (3) The development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this paragraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

(c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.

(d) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SECTION 4. Section 7 of Article XI of the California Constitution is amended to read:

SEC. 7. (a) A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations ~~not~~ that are not, except as provided in subdivision (b), in conflict with general laws. A county or city may not supersede or otherwise interfere with any voter approved local initiative pertaining to land use or zoning restrictions.

(b) A county or city general plan, specific plan, ordinance or regulation that regulates the zoning, development or use of land within the boundaries of the county or city shall prevail over conflicting general laws, except for only the following:

(A) A coastal land use plan, ordinance or regulation that conflicts with the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.

(B) An ordinance or regulation that addresses the siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.

(C) An ordinance or regulation that addresses the development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this subparagraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

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(d) The provisions of this subdivision are severable. If any provision of this subdivision or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

RESOLUTION NO. 21-0046

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL LAND USE AND HOUSING ISSUES

WHEREAS, the legislature of the State of California each year proposes, passes, and has signed into law a number of bills addressing a range of land use and housing issues; and

WHEREAS, the legislature of the State of California has not and does not allow sufficient time between each legislative cycle to determine if the legislation is successful in bringing about the change for the State of California's land use and housing issues; and

WHEREAS, the majority of these bills usurp local jurisdictions authority to determine for themselves the land use policies and practices that best suit each city and its residents and instead impose mandates that do not consider the needs and differences of jurisdictions; and

WHEREAS, the ability of local jurisdictions to determine for themselves which projects require review beyond a ministerial approval; what parking requirements are appropriate for various neighborhoods within their jurisdiction; what plans and programs are suitable and practical for each community rather than having these decisions imposed upon cities without regard to the circumstances of each individual city; and what zoning should be allowed for residential properties is a matter of great importance to the City, among other items related to local zoning and housing issues; and

WHEREAS, the City Council of the City of Manhattan Beach feels strongly that the local government is best able to assess the needs of our community and objects to the proliferation of State legislation that deprives us of that ability.

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

SECTION 1. The City of Manhattan Beach is opposed to the current practice of the legislature of the State of California of continually proposing and passing multitudes of bills that directly impact and interfere with the ability of cities to control their own destiny through use of the zoning authority that has been delegated to local jurisdictions through the California Constitution and state law.

SECTION 2. The City of Manhattan Beach will support efforts to protect the ability of cities to retain local control over land use and housing as each individual city within the State of California is best suited to determine how land use and housing policies should be implemented in its City, and the City Council hereby authorizes and delegates to the City Manager the authority to submit correspondence in support of such efforts.

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

ADOPTED on June 1, 2021.

AYES: Napolitano, Montgomery, Franklin, Stern and Mayor Hadley.
NOES: None.
ABSENT: None.
ABSTAIN: None.



SUZANNE HADLEY
Mayor

ATTEST:



LIZA TAMURA
City Clerk

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS.
)
CITY OF MANHATTAN BEACH)

I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing resolution, being Resolution No. 21-0046 duly and regularly introduced before and adopted by the City Council of said City at a regular meeting of said Council, duly and regularly held on the 1st day of June, 2021 and that the same was so passed and adopted by the following vote, to wit:

Ayes: Napolitano, Montgomery, Franklin, Stern and Mayor Hadley.
Noes: None.
Absent: None.
Abstain: None.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 3rd day of June, 2021.



City Clerk of the City of
Manhattan Beach, California

(SEAL)

SECTION 1. The people of the State of California find and declare all of the following:

- (a) The circumstances and environmental impacts of local land use decisions vary greatly across the state from locality to locality.
- (b) The infrastructure required to maintain appropriate levels of public services, including police and fire services, parklands and public open spaces, transportation, water supply, schools, and sewers varies greatly across the state from locality to locality.
- (c) Land use decisions made by local officials must balance development with public facilities and services while addressing the economic, environmental, and social needs of the particular communities served by those local officials.
- (d) Thus, it is in the best interests of the state and local communities for these complex decisions to be made at the local level to ensure that the specific, unique characteristics, constraints, and needs of those communities are properly analyzed and addressed.
- (e) Gentrification of housing adjacent to public transportation will reduce or eliminate the availability of low or very low income housing near public transit, resulting in the loss of access by low or very low income persons to public transit, declines in public transit ridership, and increases in vehicle miles travelled.
- (f) The State Legislature cannot properly assess the impacts upon each community of sweeping centralized and rigid state land use rules and zoning regulations that apply across the state without regard to community impacts and, as a result, statewide land use and zoning will do great harm to local communities with differing circumstances and concerns.
- (g) Community development should not be controlled by state planners, but by local governments that know and can address the needs of, and the impacts upon, local communities. Local initiatives approved by voters pertaining to land use and zoning restrictions should not be nullified or superseded by the actions of any local or state legislative body.
- (h) Numerous state laws that target communities for elimination of zoning standards have been enacted, and continue to be proposed, that eliminate or erode local control over local development and circumvent the California Environmental Quality Act (“CEQA”), creating the potential for harmful environmental impacts to occur.
- (i) The purpose of this measure is to ensure that all decisions regarding local land use controls, including zoning law and regulations, are made by the affected communities in accordance with applicable law, including but not limited to CEQA (Public Resources Code § 21000 et seq.), the California Fair Employment and Housing Act (Government Code §§ 12900 – 12996), prohibitions against discrimination (Government Code § 65008), and affirmatively furthering fair housing (Government Code § 8899.50). This constitutional amendment would continue to provide for state control in the coastal zone, the siting of a power plant that can generate more than 50 megawatts of electricity, or the development or construction of water, communication or transportation infrastructure projects which the Legislature declares are matters of statewide concern and are in the best interests of the state. For purposes of this measure, it is the intent that a transportation infrastructure project shall not include a transit-oriented development project that is residential, commercial, or mixed-use.

SECTION 2. Section 4.5 is added to Article XI of the California Constitution, to read:

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(b) A county charter provision, general plan, specific plan, ordinance or a regulation adopted and applicable to an unincorporated area within a county, may be determined only by a court of competent jurisdiction, in accordance with Section 4, to address either a matter of statewide concern or a county affair if that provision, ordinance, or regulation conflicts with a state statute with regard to only the following:

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(c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.

(d) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

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if that provision, ordinance, or regulation conflicts with a state statute with regard to only the following:

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- (2) The siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.
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(b) A county or city general plan, specific plan, ordinance or regulation that regulates the zoning, development or use of land within the boundaries of the county or city shall prevail over conflicting general laws, except for only the following:

(A) A coastal land use plan, ordinance or regulation that conflicts with the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), or a successor statute.

(B) An ordinance or regulation that addresses the siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location that is a matter of statewide concern.

(C) An ordinance or regulation that addresses the development or construction of a water, communication or transportation infrastructure project for which the Legislature has declared in statute the reasons why the project addresses a matter of statewide concern and is in the best interests of the state. For purposes of this subparagraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

(c) No modification to appropriations for state funded programs shall occur, and no state grant applications or funding shall be denied as a result of the application of this section. No benefit or preference in state appropriations or grants shall be given to an entity that opts not to utilize the provisions of this section.

(d) The provisions of this subdivision are severable. If any provision of this subdivision or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.



October 15, 2021

RECEIVED

OCT 15 2021

Hon. Rob Bonta
Attorney General
1300 I Street, 17th Floor
Sacramento, California 95814

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Attention: Ms. Anabel Renteria
Initiative Coordinator

Dear Attorney General Bonta:

Pursuant to Elections Code Section 9005, we have reviewed the proposed initiative regarding local land use (A.G. File No. 21-0016, Amendment #1).

Background

State-Local Responsibilities. The state, counties, and cities generally have different responsibilities, and fund and administer different services. Cities are responsible for local needs, such as planning, to accommodate needed housing, police and fire protection, and local roads. Counties provide similar services in areas outside of cities—unincorporated areas. Counties also administer countywide services on behalf of the state, such as health and human services programs, jails, and elections. Cities and counties provide these services using a combination of local, state, and federal funding. In some cases, such as for many human services programs operated by counties, the state provides certain revenue sources to local governments. In other cases, such as some housing programs, the state sets aside grant funding for cities and counties based on varying programmatic requirements.

Local Initiatives. Local voters generally have the authority to enact initiatives that override laws passed by local legislative bodies—city councils or boards of supervisors. Laws enacted by voters through a local initiative can only be modified by subsequent voter approved local initiatives, except if the initiative allows otherwise. Although local initiatives can override laws passed by local legislative bodies, they do not override state laws.

Authority of General Law and Charter Cities and Counties. The State Constitution allows for city and county local affairs to be governed under either the general laws of the state or under a charter adopted by local voters. Charter cities for local matters generally, and charter counties only for certain local matters, have authority to adopt their own laws which generally supersede state law. Although the State Constitution does not define local affairs, case law suggests that they include local elections, and local government contracting and employees. Despite a charter, cities and counties are subject to the U.S. Constitution, federal laws, the California Constitution, and state laws regarding matters of statewide concern. In contrast, general law cities and counties have less

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California Legislature
Gabriel Petek, Legislative Analyst
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authority to act locally as local actions must be consistent with state law. Of California's 58 counties, 14 currently are charter counties. Of California's 482 cities, 121 are charter cities.

Zoning, Land Use, and Housing. Both general law and charter cities and counties in California make most decisions about when, where, and what type of housing will be built. Cities and counties enact zoning ordinances to set property-specific land use requirements. A community's zoning ordinance typically defines how each property can be used and its form. Use dictates the category of development that is permitted on the property—such as single-family residential, multifamily residential, or commercial. Form dictates building height and width, the share of land covered by buildings, and the distance of buildings from neighboring properties and roads. Rules about use and form effectively determine how many housing units can be built on a particular site. A site with one- or two-story height limits and requirements for large distances from surrounding properties typically can accommodate only single-family homes. Conversely, a site with height limits over 100 feet and relatively smaller required distances between properties can accommodate higher-density housing such as multistory apartments. By dictating how many sites housing can be built on and at what densities, zoning controls how much housing a community can accommodate.

State Has Special Jurisdiction Over Land Use Decisions in Areas of Statewide Concern. Currently, the local affairs rule does not prohibit the state from regulating zoning or land use when necessary to address a statewide concern. For example, state law requires cities and counties to carry out certain planning exercises that attempt to ensure they can accommodate needed home building. In addition, recent housing legislation requires, in some limited cases, local governments to streamline housing approvals and build more dense housing. This legislation declares that ensuring access to affordable housing is a matter of statewide concern and not a local affair. In recent years, the state increasingly has seen issues of zoning and land use as matters of statewide concern. Nevertheless, local governments retain significant control over zoning, land use, and housing.

Proposal

Specifies Local Laws Related to Zoning or Land Use Generally Prevail Over Conflicting State Laws. This measure would amend the California Constitution to specify that actions by a charter city or county related to zoning, development, or land use—hereafter referred to as local laws—would be a local affair and prevail over conflicting state laws. The measure also specifies that zoning and land use laws in general law cities and counties would prevail over conflicting state general law. Consequently, under the measure, local laws that currently conflict with state law generally would become enforceable. Moreover, local initiatives related to zoning or land use not only would prevail over laws passed by local governing bodies but also state law. While the state could continue to enact legislation related to local zoning and land use, rather than follow state law, cities and counties could enact conflicting laws. These local laws generally would prevail over state law.

Identifies Areas of Statewide Concern Where State Law Could Continue to Prevail. The measure identifies certain areas in which courts could determine whether state laws could continue to prevail over local laws. This authority extends to zoning or land use in: (1) the coastal zone; (2) the siting of a power plant that can generate more than 50 megawatts of electricity; or (3) the development of water, communications, or transportation infrastructure projects that the state declares are matters of statewide concern. These same exemptions apply to general law cities and counties, although no court ruling is necessary.

Limits State's Discretion When Appropriating State Funds. The measure amends the California Constitution to specify that the state could not modify how it appropriates state funding as a result of this measure. Specifically, the state could not deny funding to cities or counties that opt to enact zoning or land use laws that conflict with state law. Furthermore, the state could not provide a preference in appropriating state funding to local governments that choose to conform with state law related to zoning or land use.

Major Fiscal Effects

Some Existing State Allocations to Local Governments Likely Would Need to Change. Some funding provided by the state to local governments is based on local governments' progress toward meeting state goals for housing. Because the measure could restrict the state's ability to distribute funds in this manner, the state likely would need to reallocate funding among local governments differently.

Broader Fiscal Effects of the Measure Unknown. The measure would make significant changes to state and local authority over zoning and land use decisions. In some cases, previously unenforceable laws could become operative at the local level immediately. In other cases, local governments could enact new laws. If cities and counties adopt zoning and land use laws that restrict housing development, housing costs could increase and potentially constrain economic growth. Alternatively, if cities and counties adopt laws that spur housing development, economic growth could accelerate. The ultimate fiscal effects of the measure on the state and local governments will depend on decisions by the state's 482 cities and 58 counties.

Summary of Fiscal Effects. We estimate that this measure would have the following major fiscal effects.

- Fiscal effects of the measure depend on future decisions by the cities and counties and therefore are unknown.

Sincerely,



for Gabriel Petek
Legislative Analyst



for Keely Martin Bosler
Director of Finance



Agenda Date: 12/21/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Quinn Barrow, City Attorney

Alexandria Latragna, Policy & Management Analyst

SUBJECT:

Consideration of Introducing Ordinance No. 21-0008 Amending Urgency Ordinance No. 20-0012-U, as Subsequently Amended, to Rescind Residential Eviction Regulations (City Attorney Barrow).

INTRODUCE ORDINANCE NO. 21-0008

RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 21-0008 amending Urgency Ordinance No. 20-0012-U, as subsequently amended, to rescind certain regulations pertaining to residential tenants.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with the recommended action.

BACKGROUND:

On March 13, 2020, the City Council adopted Resolution No. 20-0039, proclaiming the existence of a local emergency due to the COVID-19 outbreak. On March 17, 2020, the City Council adopted Urgency Ordinance No. 20-0012-U to provide temporary eviction protections to commercial and residential tenants in the City during the COVID-19 pandemic local emergency. The Council subsequently adopted Urgency Ordinance Nos. 20-0016-U and 20-0018-U to amend Urgency Ordinance No. 20-0012-U pertaining to commercial tenants but neither Ordinance changed provisions relating to residential tenants. (The Ordinances are referred to hereinafter and in the draft ordinance as the "2020 Eviction Ordinance.")

Ordinance No. 20-0012-U prohibited a landlord from evicting residential (and commercial) tenants in either of the following situations:

1. for nonpayment of rent if the tenant demonstrated that the tenant is unable to pay rent due to

financial impacts related to COVID-19; or

2. for a no-fault eviction unless immediately necessary for the health and safety because of the existence of a hazardous condition affecting other tenants, neighbors, or the landlord, unrelated to COVID-19.

Significantly, the 2020 Eviction Ordinance did not relieve tenants of the obligation to pay any rent; it simply deferred payment of all unpaid rent until six months after the expiration of the local emergency.

On November 16, 2021, City Council directed staff to prepare an ordinance to rescind such regulations pertaining to residential tenants.

DISCUSSION:

If adopted, Ordinance No. 21-0008 would rescind protections provided to residential tenants during the COVID-19 pandemic, such as the option to defer payment of rent because of financial impacts related to COVID-19. In essence, the draft ordinance would require residential tenants to start paying monthly rent on March 1, 2022 and each month thereafter, and repay all rent that was deferred after March 17, 2020, on or before September 1, 2022.

Mirroring Ordinance No. 20-0012-U, the draft ordinance provides that a landlord may not take any steps to evict a residential tenant for nonpayment of rent that became (or becomes) due prior to February 22, 2022, but will require payment of monthly rent starting in March, and accelerates the repayment deadline to on or before September 1, 2022, in the event that the local emergency does not expire prior to February 22, 2022. Per Ordinance No. 20-0012-U, a tenant must pay deferred rent “within six months of the expiration of the local emergency.” Under the draft ordinance, a landlord may take steps to evict a residential tenant if the landlord does not receive monthly rent for the month of March 2022 and subsequent months, or if the tenant does not pay all deferred rent on or before September 1, 2022.

If adopted, the above regulations regarding payment of rent and payment of deferred rent will be the only City regulations preventing landlords from proceeding with evictions of residential tenants who were unable to pay rent due to the pandemic, provided the landlords follow the eviction and unlawful detainer process required by Los Angeles County and California.

Please note that, for ease of reference, the Ordinance restates-without any substantive changes-the 2020 Eviction Ordinance’s protections provided to commercial tenants. The 2020 Eviction Ordinance’s provisions related to commercial tenants remain unchanged by the draft ordinance.

ATTACHMENTS:

1. Urgency Ordinance No. 20-0012-U
2. Draft Ordinance No. 21-0008

URGENCY ORDINANCE NO. 20-0012-U

AN URGENCY ORDINANCE OF THE CITY OF MANHATTAN BEACH ADOPTING EMERGENCY REGULATIONS RELATED TO EVICTIONS AND DECLARING THE URGENCY THEREOF

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19 (“COVID-19”);

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19;

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19;

WHEREAS, on March 13, 2020, the Manhattan Beach City Council adopted RESOLUTION NO. 20-0039, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY;

WHEREAS, on March 17, 2020, the Manhattan Beach City Council ratified RESOLUTION NO. 20-0039;

WHEREAS, on March 16, 2020, the Governor of the State of California issued Executive Order N-28-20, which suspended “[a]ny provision of state law that would preempt or otherwise restrict a local government’s exercise of its police power to impose substantive limitations on residential or commercial evictions” of certain tenants affected by the COVID-19 pandemic;

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Health, and the Los Angeles County Health Officer have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus;

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in Manhattan Beach have experienced or expect soon to experience sudden and unexpected income loss;

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage,

and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks;

WHEREAS, further economic impacts are anticipated, leaving tenants vulnerable to eviction;

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, in the interest of public peace, health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the City Council to exercise its authority to issue these regulations related to the protection of the public peace, health or safety.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Eviction Moratorium. A temporary moratorium on eviction for non-payment of rent by residential and commercial tenants impacted by the COVID-19 pandemic is imposed as follows:

1. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a residential or commercial tenant in either of the following situations: (1) for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19 or (2) for a no-fault eviction unless immediately necessary for the health and safety because of the existence of a hazardous condition affecting other tenants, neighbors, or the landlord. For the purposes of this section, a hazardous condition shall not include the presence of individuals who have been infected by or exposed to COVID-19. A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A landlord knows of a tenant's inability to pay rent within the meaning of this Ordinance if the tenant, within 30 days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim. For purposes of this Ordinance, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. Any medical or financial information provided

to the landlord shall be held in confidence, and only used for evaluating the tenant's claim. Nothing in this Ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency and the tenant must pay within six months of the expiration of the local emergency. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this Ordinance through the eviction process.

2. For purposes of this Ordinance, "financial impacts related to COVID-19" include, but are not limited to, a substantial decrease in a tenant's household or business income as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses; or (5) child care needs arising from school closures related to COVID-19.
3. For purposes of this Ordinance, "no-fault eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161c.
4. This Ordinance applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which the local emergency was proclaimed.

Section 3. Urgency. The City Council finds that the COVID-19 pandemic has increased the risk of housing displacement, loss of income, and homelessness for many people in the City of Manhattan Beach and surrounding areas, as more fully described in the recitals of this Ordinance. The City Council further finds that, unless this Ordinance is effective and its regulations are immediately put in place, the public health, safety and welfare will be at risk. Therefore, the immediate preservation of the public health, safety and welfare requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code section 36937(b) and that it take effect immediately upon adoption pursuant to Government Code section 36934, and its urgency is hereby declared.

Section 4. Violations. Violation of this Ordinance shall be punishable as set forth in Manhattan Beach Municipal Code Chapters 1.04 and 1.06. In addition, this Ordinance grants a defense in the event that an unlawful detainer action is commenced in violation of this Ordinance.

Section 5. Duration. This Ordinance shall remain in effect for the duration of the local emergency.

Section 6. Uncodified. This Ordinance shall not be codified.

Section 7. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

Section 8. Effective Date. Based upon the findings in Section 3 of this Ordinance, this Ordinance shall take effect immediately upon its adoption by a minimum 4/5 vote of the City Council.

Section 9. Certification. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance or a summary thereof to be published as required by law.

ADOPTED on March 17, 2020.

AYES: Hersman, Napolitano, Stern, Hadley and Mayor Montgomery.
NOES: None.
ABSENT: None.
ABSTAIN: None

/s/ Richard Montgomery

RICHARD MONTGOMERY
Mayor

ATTEST:

/s/ Liza Tamura

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:

/s/ Quinn M. Barrow

QUINN M. BARROW
City Attorney

APPROVED AS TO CONTENT:

/s/ Bruce Moe

BRUCE MOE
City Manager

ORDINANCE NO. 21-00

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH AMENDING URGENCY ORDINANCE NO. 20-0012-U, AS SUBSEQUENTLY AMENDED, TO RESCIND CERTAIN REGULATIONS PERTAINING TO RESIDENTIAL TENANTS AND RESTATE THE ORDINANCE'S EXISTING PROTECTIONS OF COMMERCIAL TENANTS

RECITALS

- A. On March 17, 2020, the City Council adopted Urgency Ordinance No. 20-0012-U to provide temporary regulations pertaining to commercial and residential evictions for the duration of the COVID-19 pandemic emergency.
- B. Subsequently, the City Council adopted Urgency Ordinance Nos. 20-0016-U and 20-0018-U to amend Urgency Ordinance No. 20-0012-U pertaining to commercial tenants. Hereinafter, Urgency Ordinance No. 20-0012-U, as amended, is referred to as the "2020 Eviction Ordinance."
- C. On November 16, 2021, the City Council directed staff to prepare an ordinance further amending the 2020 Eviction Ordinance to rescind certain regulations pertaining to residential tenants.
- D. For ease of reference, this Ordinance restates, without any substantive change, the 2020 Eviction Ordinance's existing protections of commercial tenants.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 2 of the 2020 Eviction Ordinance is hereby amended to rescind certain regulations pertaining to residential tenants and to restate – without any substantive changes – the Ordinance's protections of commercial tenants as follows:

"SECTION 2. Eviction Regulations. The following temporary regulations apply to residential and commercial tenants impacted by the COVID-19 pandemic:

A. Residential Tenants.

- 1. No landlord shall endeavor to evict a residential tenant for nonpayment of rent that became due during the period from March 17, 2020, to February 17, 2022, if (1) the tenant complied with all provisions of this Ordinance and the 2020 Eviction Ordinance that applied to the tenant during the period between from March 17, 2020 to February 17, 2022, and (2) the tenant is complying with the tenant's rent repayment obligations under sub-section 2.A.2 of this Ordinance.

2. Nothing in this Ordinance shall relieve the residential tenant of liability for the unpaid rent that became due during the period from March 17, 2020 to February 17, 2022, which the tenant must pay on or before September 1, 2022. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this Ordinance through the eviction process.

B. Commercial Tenants.

1. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a commercial tenant in either of the following situations: (1) for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19 or (2) for a no-fault eviction unless immediately necessary for the health and safety because of the existence of a hazardous condition affecting other tenants, neighbors, or the landlord. For the purposes of this section, a hazardous condition shall not include the presence of individuals who have been infected by or exposed to COVID-19. A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A landlord knows of a tenant's inability to pay rent within the meaning of this Ordinance if the tenant, within seven days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim. For purposes of this Ordinance, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim.
2. Nothing in this Ordinance shall relieve the commercial tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency and the tenant must pay within six months of the expiration of the local emergency. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this Ordinance through the eviction process.

- C. For purposes of this Ordinance, a company is an “affiliate” of another specified company if it directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the other specified company.
- D. For purposes of this Ordinance, “commercial real property” refers to any parcel of real property that is developed and used either in part or in whole for commercial purposes.
- E. For purposes of this Ordinance, “commercial tenant” refers to any tenant of commercial real property, except a tenant that is a company with 5 or more locations, a publicly traded company, or a company that, with its affiliates, employs more than 500 employees.
- F. For purposes of this Ordinance, “financial impacts related to COVID-19” include, but are not limited to, a substantial decrease in a tenant’s household or business income as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses; or (5) child care needs arising from school closures related to COVID-19.
- G. For purposes of this Ordinance, “no-fault eviction” refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1) or 1161(5).
- H. This Ordinance applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which the local emergency was proclaimed.”

SECTION 2. Duration. This Ordinance shall remain in effect for the duration of the local emergency.

SECTION 3. Uncodified. This Ordinance shall not be codified.

SECTION 4. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect 30 days after its adoption.

SECTION 6. Certification. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance or a summary thereof to be published as required by law.

ADOPTED on _____, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

HILDY STERN
Mayor

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:

QUINN M. BARROW
City Attorney



Agenda Date: 12/21/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Carrie Tai, AICP, Community Development Director
Talyn Mirzakhania, Planning Manager

SUBJECT:

Consideration of an Urgency Interim Zoning Ordinance Adding Objective Standards for SB 9 Development Projects, and Adopt a Fee Resolution Approving an SB 9 Development Review Application Fee (Community Development Director Tai).

A) ADOPT URGENCY ORDINANCE NO. 21-0009-U

B) ADOPT RESOLUTION NO. 21-0120 TO ESTABLISH A FEE FOR REVIEW OF SB 9 PROJECTS

RECOMMENDATION:

Staff recommends that the City Council:

- 1) Consider an urgency ordinance providing additional specificity for SB 9 regulations; and
- 2) Adopt a resolution to establish a fee for review of SB 9 projects.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with this item. Staff anticipates that existing staff time will be used to develop application forms and review processes. Staff is proposing an application fee to recover the cost of staff time associated with the review of SB 9 development projects for compliance with applicable zoning regulations.

BACKGROUND:

On December 7, 2021, the City Council requested a future agenda item on SB 9 and 10, both of which were signed into law by the Governor on September 16, 2021, and take effect on January 1, 2022. Both bills seek to advance the production of housing, as the State has declared a housing shortage. SB 9 and 10 are among many housing laws passed by the State in recent years, preempting local land use regulations. As noted below, SB 10 does not impose any

requirements on the City, and is strictly voluntary, so this staff report focuses primarily on SB 9.

Senate Bill 9 (See attachment for legislation)

Senate Bill (SB) 9 requires a city to approve ministerially (no public hearing or discretionary review) housing developments containing two housing units on a lot in a single-family zone. (An accessory dwelling unit (ADU) could then be constructed onto each housing unit for a total of four units on an existing single-family lot.)

SB 9 also requires cities to ministerially approve an urban lot split, which is a subdivision of one lot in a single-family zone into two lots, of approximately equal size. With a maximum of two units allowed on each of the lots, what was once a single lot could be split into two parcels under SB 9 and accommodate up to four residential units (that could include accessory dwelling units). While the implementation of SB 9 is not optional, similar to ADU regulations, the State allows local jurisdictions to adopt ordinances that include customized development standards for the applicable zone, such as height, front setbacks, lot coverage, etc., as long as the standards are objective and do not preclude development of, at a minimum, two 800 square-foot units on each parcel.

SB 9 regulations are summarized as follows:

Additional Units

- Prohibits demolishing more than 25% of an existing unit's structural walls if the site has been occupied by a tenant in the last three years
- Allows the City to require setbacks of up to four feet from side and rear property lines
- City cannot preclude the development of two units of at least 800 square feet each per parcel
- No setbacks may be applied to existing structures or structures constructed in the same dimension and same location
- Cities may require one off-street parking space for each new unit, unless the parcel is located within one-half mile of a "high quality transit corridor" or "a major transit stop" (these terms are defined by State law, sections 21155 and 21064.3 of the Public Resources Code).
- Short-term rentals are prohibited, as are all non-residential uses.

Urban Lot Splits

- No more than two parcels may be created by an urban lot split
- New parcels must be approximately equal in size, with one parcel being no smaller than 40 percent of the original lot's size
- Both parcels must be at least 1,200 square feet
- May not split a lot previously created by an SB 9 urban lot split
- City cannot preclude the development of two units of at least 800 square feet each per parcel
- City cannot require right-of-way dedication
- Requires owner occupancy on one of the lots for at least three years
- Short-term rentals are prohibited, as are all other non-residential uses
- City may not require correction of non-conforming zoning conditions

SB 9 does not apply in a variety of areas, including farmland, wetlands, fire hazard severity zones, hazardous waste sites, flood zones, habitats/protected areas, zones that permit multi-family development, or sites designated as a historic landmark or in a historic district. SB 9 development projects cannot replace:

- Housing restricted to moderate, low, or very-low incomes
- Housing subject to a local rent control ordinance
- Housing occupied by a tenant in the last three years
- Housing withdrawn from the rental market pursuant to the Ellis Act within 15 prior to the development application submittal.

SB 9 allows jurisdictions to adopt local ordinances to implement the new regulations. Absent a local ordinance, staff would implement the provisions of State law. However, local ordinances provide cities the ability to improve specificity to State regulations by adding objective standards where needed. A local ordinance cannot be more restrictive than minimum State provisions to accommodate additional units or urban lot splits enabled by SB 9.

Senate Bill 10

Senate Bill (SB) 10 allows jurisdictions in an urbanized area to adopt a zoning ordinance that permits up to ten residential units on a single parcel within certain areas. SB 10 is voluntary, meaning that no jurisdiction is mandated to adopt such an ordinance, or allow ten residential units on a single parcel. Unless directed otherwise, the City does not intend to pursue an ordinance pursuant to SB 10.

DISCUSSION:

SB 9 is applicable in zoning districts that limit housing to single-family homes and as such, is only applicable in the City's Residential-Single Family (RS) zone. The RS zone is located in Area Districts I, II, and portions of III, generally consisting of single-family neighborhoods east of Vista Drive, Grandview Drive, Valley Drive, and Crest Drive. There are approximately 8,440 lots in the RS zone. There are no RS-zoned lots in the Coastal Zone.

In anticipating the number of applications the City is likely to receive for construction of additional units, staff reviewed the accessory dwelling unit (ADU) regulations, which are similar to SB 9 in allowing additional units on lots developed with single-family homes. Furthermore, ADU regulations are more permissive in that ADUs can be built in single- and multi-family residential zones and parking is not required due to all parcels in the City being within ½ mile of a bus stop. In the past three years, that City has received/approved approximately 30 applications for ADUs. This indicates that approximately 0.3% of all RS-zoned residential lots in the City have pursued additional units on lots with single-family homes.

While the majority of lots in the RS zone are eligible for urban lot splits, the feasibility of an urban lot split depends on existing development on the lot, access to the public right-of-way, lot width, setback and open space requirements, and the ability to accommodate parking and driveways. Given that the majority of residential development in recent years has approached the maximum buildable floor areas of the lots, urban lot splits may be feasible only on properties where there has been no construction since their initial construction in the 1950s-1960s. During that time,

many lots were developed with smaller homes, such as bungalows between 600 and 1,200 square feet, with undeveloped lot areas remaining. Based on these factors, staff estimates that approximately 3% of RS lots will pursue urban lot splits. This comports with a study performed by The Turner Center for Housing Innovation at University of California Berkeley, which estimated that it was feasible to develop 1.5% and 5.4% of single-family lots in the State utilizing the provisions of SB 9.

Draft Interim Zoning Ordinance

In addition to State regulations in SB 9, applicants proposing an SB 9 development project will need to comply with applicable regulations in the Municipal Code. Furthermore, SB 9 allows local jurisdictions to adopt objective standards to ensure that SB 9 development projects are developed consistently with each jurisdiction's requirements. Staff has prepared a draft interim zoning ordinance that includes objective standards for development, and a requirement for a recorded covenant for each SB 9 development project. The covenant would commit current and future property owners to the requirements of SB 9 for the life of the project.

The interim zoning ordinance contains the following objective standards for SB 9 development projects:

- Requires an application and application fee
- Requires an applicant to provide a sworn statement affirming eligibility with SB 9 regulations
- Provides for an applicant-funded verification process
- Must record a covenant on the property agreeing to:
 - No non-residential uses on the site
 - No short-term rental usage
 - If urban lot split
 - No subsequent urban lot splits of parcels created by SB 9
 - Owner must occupy the property for three years
 - Maintain access to the public right of way in perpetuity
 - Maintain all required parking
- Objective standards for development
 - Required parking of one space per unit; access via an alley if there is one
 - Conceal private electrical equipment
 - Paint flashing, vents, pipes to match the roof or wall
 - Must provide a refuse storage area, concealed from view
 - Provide pedestrian access from the right-of-way to the unit
 - Setbacks for garages
 - Maximum 10-foot wide driveway for narrow (<= 30 feet) lots
 - If urban lot split,
 - No flag lots if adjacent to an alley, corner, on through lot
 - Minimum lot width is 20 feet
 - Must demonstrate access to the public right-of-way in perpetuity

Application Fees

State law authorizes public agencies to charge fees to recover the costs of processing

applications. The initial development of application materials, review processes, and staff training are absorbed into overhead costs. However, the costs of staff time to review and process each individual application may be borne by the applicant. Staff estimates each SB 9 project would take approximately four hours to review, including correspondence with applicants, review of plans in accordance with regulations, preparation of plan review comments, and processing of approval documents, including covenants. At the Associate Planner fully-burdened hourly rate at \$143.01, this cost comes to \$572.04. Staff proposes a fee of \$572 for SB 9 Development Review, as detailed in the accompanying fee resolution. This fee is in addition to other applicable fees, such as the associated Records Retention Fees and Technology Surcharge, and building plan check fees.

POLICY ALTERNATIVES:

ALTERNATIVE #1: Take No Action. Beginning January 1, 2022, staff would implement the SB 9 regulations as written and implement applicable Municipal Code regulations.

ALTERNATIVE #2: Adopt an Interim Zoning Ordinance on an Urgency Ordinance and Adopt Fee Resolution. While this option would still mandate that City staff carry out the provisions in SB 9, the interim zoning ordinance would provide improved specificity to the regulations and ensure long-term compliance with SB 9. The adoption of an interim zoning ordinance as an urgency ordinance prevents unintended consequences of relying solely on State law on January 1, 2022, when SB 9 takes effect. An interim zoning ordinance would enable reassurance that the long-term operations of the parcels or units created by SB 9 would remain as approved, providing protection to the City, and surrounding properties.

Four Councilmember votes in favor are required for an urgency ordinance. If adopted, the interim zoning ordinance would have a term of 45 days, with an expiration date of February 4, 2022. The interim zoning ordinance may be extended for 10 months and 15 days. Government Code Section 65858(d) requires that 10 days prior to the expiration or extension of any interim zoning ordinance, the City Council must issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance. If the Council adopts the draft ordinance, staff intends to present a 10-day alleviation measures report to the City Council on January 18, 2022, and schedule a public hearing to consider a 10 month 15 day extension ordinance for February 1, 2022.

PUBLIC OUTREACH:

While additional public notice beyond Brown Act requirements is not required, staff will provide updated application materials and a description of the SB 9 application process on the City's website prior to January 1, 2022.

ENVIRONMENTAL REVIEW:

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines, and the environmental regulations of the City. The City Council hereby finds and determines that the Ordinance is exempt from the CEQA pursuant to Government Code Section 65852.21(j)

effective January 1, 2022. Furthermore, this Ordinance is exempt from CEQA based on the following reasons. This Ordinance is not a project within the meaning of Section 15378 of the State CEQA Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately. This Ordinance is categorically exempt from CEQA under Section 15308 of the CEQA Guidelines as a regulatory action taken by the City pursuant to its police power and in accordance with Government Code Section 65858 to assure maintenance and protection of the environment pending the evaluation and adoption of contemplated local legislation, regulation and policies. This Ordinance is not subject to CEQA under the general rule in CEQA Guidelines Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Any development that would be contemplated under this Ordinance must be treated ministerially, and any such projects would be exempt from the environmental review requirements. For the reasons set forth herein above, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

Pursuant to Section 15273 of the State CEQA Guidelines, CEQA does not apply to the establishment of a fee to meet operating expenses.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary, and has approved as to form the draft ordinance.

ATTACHMENTS:

1. Urgency Ordinance No. 21-0009-U
2. Resolution No. 21-0120
3. Senate Bill 9
4. Senate Bill 10
5. PowerPoint Presentation

URGENCY ORDINANCE NO. 21-0009-U

AN INTERIM ORDINANCE OF THE CITY OF MANHATTAN BEACH
ADOPTING EMERGENCY REGULATIONS RELATED TO URBAN LOT
SPLITS AND HOUSING UNITS BUILT IN ACCORDANCE WITH SENATE
BILL 9 AND DECLARING THE URGENCY THEREOF

RECITALS

WHEREAS, during the 2021 legislative session, the California Legislature passed, and the Governor signed, Senate Bill 9 (SB 9), which requires local agencies to ministerially approve urban lot splits and development of two residential units per single-family residential lot provided the projects meet certain criteria. SB 9 will become effective on January 1, 2022;

WHEREAS, the City intends to study and formulate permanent regulations for the implementation of SB 9 projects in the City, but will not be able to complete that exercise prior to January 1, 2022, when SB 9 will become effective. This process may be lengthy. Moreover, given the anticipated increase of split lots and new units built on these lots under SB 9, the City Council wishes to adopt an interim ordinance that will take effect immediately and specify standards for urban lot splits and units constructed under SB 9 while permanent standards are studied and formulated; and

WHEREAS, SB 9 projects have the potential to impact the health, safety, and welfare of residents in the City, and particularly on the quality of the community, and ensure the long-term operability of residential units complies with regulations. As such, the City Council finds that there is an immediate need to establish objective zoning and subdivision standards for SB 9 projects in order to protect the public health, safety, and welfare while it studies permanent land use regulations for such projects and to ensure SB 9 projects do not have a detrimental impact within the City while permanent regulations are being studied. This process may be lengthy and therefore the City Council wishes to adopt an interim ordinance that will take effect immediately to ensure that the health, safety and welfare is not impacted by SB 9 projects while permanent regulations are studied, formulated, and adopted.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH
DOES ORDAIN AS FOLLOWS:**

SECTION 1. Prohibition on SB 9 Projects that Fail to Comply with Certain Standards. Notwithstanding any other ordinance or provision of the Manhattan Beach Municipal Code or City of Manhattan Beach Local Coastal Program, SB 9 Development Projects, as defined herein, are prohibited unless the project complies with the following requirements:

- A. Purpose. The provisions of this Ordinance establish standards and procedures for projects developed pursuant to the regulations included in Senate Bill 9 (SB 9) in order to qualify for ministerial approval.
- B. Definitions. For the purposes of this Ordinance, certain words and phrases used in this Ordinance are defined as follows:
1. “Primary Residence” means the original dwelling on the property.
 2. “Senate Bill 9 (SB 9)” means a state law passed by the California state senate and approved by the Governor on September 16, 2021. The bill amends Government Code section 66452.6 and adds Government Code sections 65852.21 and 66411.7.
 3. “Senate Bill 9 (SB 9) Development Project” consists of an Urban Lot Split or development project approved pursuant to SB 9.
 4. “Urban Lot Split” means a parcel map subdivision permitted pursuant to SB 9 that creates no more than two parcels of approximately equal size.
- C. Applicability; Ministerial Compliance Review.
1. Notwithstanding any other provision of the Manhattan Beach Municipal Code or City of Manhattan Beach Local Coastal Program, the provisions of this Ordinance shall apply to Development Projects and Urban Lot Splits that are proposed for lots in the Single-family Residential (RS) zoning district pursuant to the regulations in SB 9. Except as expressly provided in this Ordinance or SB 9, all other regulations of the underlying zone of a property developed pursuant to SB 9 shall apply, along with all other applicable regulations from the Manhattan Beach Municipal Code or City of Manhattan Beach Local Coastal Program.
 2. Proposed SB 9 Development Projects shall be subject to ministerial review by the Director of Community Development or her designee to determine whether the criteria for approval have been met. An Urban Lot Split shall be processed as a parcel map, but no discretionary review or public hearing shall be conducted, and with ministerial approval if all required criteria have been met.
 3. Applicants are required to submit an application, accompanied by a fee set by City Council Resolution, and including submittal requirements designated by the Community Development Director. The applicant and the owner of a property, for which an SB 9

Development Project is sought, must provide a sworn statement affirming eligibility with SB 9 regulations.

4. The City, at the applicant's expense, may conduct independent inquiries and investigation to ascertain the veracity of any or all portions of the sworn statement.

D. General Requirements. A property owner seeking approval of an SB 9 Development Project shall comply with the following general requirements:

1. SB 9 and all objective requirements of other applicable state law including the Subdivision Map Act.
2. The Municipal Code, including Titles 9 (Building Regulations), 10 (Planning and Zoning) and 11 (Subdivisions), except as expressly provided in SB 9 or in this Ordinance.
3. Execution and recording of a covenant, supplied by the City and subject to the approval of the City Attorney, that contains the following provisions:
 - a. Non-residential uses on the site shall be prohibited;
 - b. The short term rental for periods less than 30 days of any units and Accessory Dwelling Units (ADUs) on the site shall be prohibited;
 - c. Any subsequent Urban Lot Split of land that was previously subdivided with an Urban Lot Split shall be prohibited;
 - d. Except as provided in Government Code Section 66411.7 for community land trusts and qualified nonprofit corporations, the owner of the property for which an Urban Lot Split is proposed shall sign an affidavit stating that the owner intends to occupy one of the housing units as their principal residence for at least three years from the date of the approval of the Urban Lot Split;
 - e. Ongoing compliance with all SB 9 requirements and restrictions shall be required;
 - f. Access to the public right-of-way shall be maintained in perpetuity; and
 - g. All required parking shall be maintained.

E. Objective Standards. All SB 9 Development Projects shall comply with the following objective standards:

1. One enclosed or partially enclosed parking space is required for each unit created pursuant to the regulations in this Ordinance, unless the parcel upon which the unit is created is within one-half mile walking distance of a high quality transit corridor or a major transit stop or there is a car share vehicle located within one block of the project. Required parking for an Urban Lot Split lot shall be accessed via an alley, if there is an alley.
2. Non-public utility electrical elements such as wires, conduits, junction boxes, transformers, ballasts, and switch and panel boxes shall be concealed from view from adjacent public rights-of-way.
3. All flashing, sheet metal vents, and pipe stacks shall be painted to match the adjacent roof or wall material.
4. Refuse storage areas shall be enclosed or semi-enclosed in a structure and concealed from view from adjacent public rights-of-way and located outside of required setbacks.
5. Pedestrian access to a public street or alley shall be provided with an exterior pedestrian pathway from the primary entrances of each unit to the adjoining sidewalk, street, or alley.
6. Any garage that serves and is located within the same structure as an SB 9 Development Project may be permitted no closer than four feet from a side or rear property line, or shall otherwise conform to the applicable setbacks within the zoning district.
7. New driveways proposed for parcels created by SB 9 Development Projects on interior lots without alley access are limited to a maximum width of 10-feet if the proposed frontage of the new parcel is 30 feet or less.
8. An Urban Lot Split shall comply with SB 9 and the following standards:
 - a. No flag lots shall be created as a result of an Urban Lot Split if the subject property is adjacent to an alley, located on a corner, or on a through lot.
 - b. The width of any lot resulting from an Urban Lot Split shall not be less than 20 feet wide.
 - c. Proposed parcel map shall demonstrate ability to access the public right-of-way in perpetuity.

- F. Exceptions. The Community Development Director shall approve an exception to any of the standards specified in this Ordinance upon determining that complying with the standard would physically preclude the construction of up to two residential units per lot or would physically preclude either of the two residential units from being 800 square feet in floor area.
- G. Denial. The Community Development Director may deny an application for an SB 9 Development Project upon making both of the following findings in writing based upon a preponderance of evidence.
1. The proposal would have a specific, adverse impact upon the public health and safety or the physical environment as defined and determined in Government Code Section 65589.5(d)(2).
 2. There is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

SECTION 2. CEQA Findings. This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines, and the environmental regulations of the City. The City Council hereby finds and determines that the Ordinance is exempt from the CEQA pursuant to Government Code Section 65852.21(j) effective January 1, 2022. Furthermore, this Ordinance is exempt from CEQA based on the following reasons. This Ordinance is not a project within the meaning of Section 15378 of the State CEQA Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately. This Ordinance is categorically exempt from CEQA under Section 15308 of the CEQA Guidelines as a regulatory action taken by the City pursuant to its police power and in accordance with Government Code Section 65858 to assure maintenance and protection of the environment pending the evaluation and adoption of contemplated local legislation, regulation and policies. This Ordinance is not subject to CEQA under the general rule in CEQA Guidelines Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Any development that would be contemplated under this Ordinance must be treated ministerially, and any such projects would be exempt from the environmental review requirements. For the reasons set forth herein above, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment.

SECTION 3. Authority. Pursuant to Government Code Section 65858, the City Council may, to protect the public safety, health, and welfare, adopt, as an urgency measure, an interim ordinance that prohibits certain developments that may be in conflict with a contemplated zoning proposal that the City Council is considering, studying or intends to study within a reasonable period of time. The City Council finds and determines that there is a potential for an immediate threat to public health, safety, and welfare from SB 9 Development Projects that do not conform with certain objective standards established by the City because of the potential of SB 9 Development Projects to have a

detrimental impact on single-family residential neighborhoods in the City, as mentioned in the foregoing recitals, which are incorporated herein by referenced. Therefore, under the authority of Government Code Section 65858, the City Council seeks to establish interim objective standards to protect the public health, safety, and welfare, while the City studies permanent standards for SB 9 Development Projects.

SECTION 4. Effective Date. This Ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health and safety pursuant to Government Code Section 65858, and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption by a minimum 4/5 vote of the City Council and shall continue in effect for a period of no longer than forty-five (45) days. After notice pursuant to Section 65090 of the California Government Code and public hearing, the City Council may extend the effectiveness of this Interim Ordinance as provided in Government Code Section 65858.

SECTION 5. Uncodified. This Ordinance shall not be codified.

SECTION 6. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

SECTION 7. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance or a summary thereof to be published in the manner required by law.

ADOPTED on December 21, 2021

AYES:
NOES:
ABSENT:
ABSTAIN:

HILDY STERN
Mayor

ATTEST:

LIZA TAMURA
City Clerk

APPPROVED AS TO FORM:

QUINN M. BARROW
City Attorney

RESOLUTION NO. 21-0120

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL ESTABLISHING NEW FEES AND CHARGES FOR SERVICES PROVIDED BY THE CITY OF MANHATTAN BEACH RELATED TO URBAN LOT SPLITS AND HOUSING UNITS BUILT IN ACCORDANCE WITH SENATE BILL 9

THE MANHATTAN BEACH CITY COUNCIL DOES HEREBY DECLARE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City of Manhattan Beach (“City”) is empowered to impose reasonable fees, rates, and charges for municipal services. California Government Code Section 66000 et seq. authorizes the City to adopt fees for municipal services, provided such fees do not exceed the cost to the City for providing the services. Periodically, the City Council determines that fees, rates, and charges should cover the costs reasonably borne or a substantial portion of the actual costs of the goods and services provided by the City.

SECTION 2. The City has conducted an extensive analysis of its services, the costs reasonably borne by the City in providing its services, the beneficiaries of such services, and the revenues produced by those paying fees and charges for such services. The City retained an independent consultant, Matrix Consulting Group (“Matrix”), to conduct the analysis of the City’s services and related costs. Matrix collected data and interviewed City personnel as part of that analysis. Matrix completed that certain Full Cost Allocation Plan dated November 2019 and that Cost of Services (User Fee) Study Final Report dated February 2020 (collectively “Studies”). The Studies are on file with the City Finance Department and are incorporated by this reference. Moreover, in December 2021, the Community Development Department analyzed the necessary services and related costs associated with the services necessary for processing permits and parcel maps and associated review of applications for urban lots splits and housing units built in accordance with Senate Bill 9. The Studies and additional analysis set forth a mechanism to ensure that fees adopted by the City do not exceed the reasonable estimated cost for providing the services for which the fees are charged.

SECTION 3. The adoption of this Resolution approves and sets forth a procedure for increasing reasonable costs, fines and penalties for the purpose of meeting increased operating expenses of City departments and is, therefore, exempt from the California Environmental Quality Act (Public Resources Code Sections 21080 et seq.) pursuant to Public Resources Code Section 21080(b)(8)(A).

SECTION 4. After conducting a duly noticed public meeting on December 21, 2021, the City Council hereby determines that the proposed fees and charges should cover the costs reasonably borne or a substantial portion of the actual costs of the services provided by the City. The proposed fees and charges are attached hereto as Attachment A and incorporated by this reference.

SECTION 5. Based upon the foregoing, the City Council hereby establishes, the fees and charges identified in Attachment A. The City Council hereby finds that, the fees, rates and charges will not exceed the cost to the City of providing the service to which such fees apply. The fees adopted hereunder are based upon the actual cost to the City of providing the service or facility for which the fee is charged.

SECTION 6. The City Manager shall have the authority to interpret the provisions of this Resolution and Attachment A for purposes of resolving ambiguities.

SECTION 7. The fees listed on Attachment A shall take effect immediately.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Resolution.

ADOPTED on December 21, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

HILDY STERN
Mayor

ATTEST:

LIZA TAMURA
City Clerk

ATTACHMENT A

Title/Category SB 9 Development Review	Task Description Initial review and confirmation of compliance as related to documentation provided by applicant for consideration of proposed urban lot split and housing units to be built in accordance with Senate Bill 9	Cost \$ 572
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Required Steps	Step Detail	Anticipated Time
Step 1	Application intake, checking for completeness, and invoicing	30 minutes
Step 2	Reviewing materials and issuing corrections (typically multiple rounds)	2 hours
Step 3	Correspondence with applicant	45 minutes
Step 4	Covenant drafting and review, and obtaining signatures/notarizing	30 minutes
Step 5	Approval of project	15 minutes

4 hours at fully-burdened hourly rate for Associate Planner (\$143.01) = \$572.04.

Proposed SB 9 Development Review fee is \$572.00

Senate Bill No. 9

CHAPTER 162

An act to amend Section 66452.6 of, and to add Sections 65852.21 and 66411.7 to, the Government Code, relating to land use.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 9, Atkins. Housing development: approvals.

The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions.

This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving the construction of 2 residential units, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of up to 2 units or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances.

The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification of those maps. Under the Subdivision Map Act, an approved or conditionally approved tentative map expires 24

months after its approval or conditional approval or after any additional period of time as prescribed by local ordinance, not to exceed an additional 12 months, except as provided.

This bill, among other things, would require a local agency to ministerially approve a parcel map for an urban lot split that meets certain requirements, including, but not limited to, that the urban lot split would not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the parcel is located within a single-family residential zone, and that the parcel is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving an urban lot split, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of 2 units, as defined, on either of the resulting parcels or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances. The bill would require an applicant to sign an affidavit stating that they intend to occupy one of the housing units as their principal residence for a minimum of 3 years from the date of the approval of the urban lot split, unless the applicant is a community land trust or a qualified nonprofit corporation, as specified. The bill would prohibit a local agency from imposing any additional owner occupancy standards on applicants. By requiring applicants to sign affidavits, thereby expanding the crime of perjury, the bill would impose a state-mandated local program.

The bill would also extend the limit on the additional period that may be provided by ordinance, as described above, from 12 months to 24 months and would make other conforming or nonsubstantive changes.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

This bill, by establishing the ministerial review processes described above, would thereby exempt the approval of projects subject to those processes from CEQA.

The California Coastal Act of 1976 provides for the planning and regulation of development, under a coastal development permit process, within the coastal zone, as defined, that shall be based on various coastal resources planning and management policies set forth in the act.

This bill would exempt a local agency from being required to hold public hearings for coastal development permit applications for housing developments and urban lot splits pursuant to the above provisions.

By increasing the duties of local agencies with respect to land use regulations, the bill would impose a state-mandated local program.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

The people of the State of California do enact as follows:

SECTION 1. Section 65852.21 is added to the Government Code, to read:

65852.21. (a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets all of the following requirements:

(1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(C) Housing that has been occupied by a tenant in the last three years.

(4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:

(A) If a local ordinance so allows.

(B) The site has not been occupied by a tenant in the last three years.

(6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(b) (1) Notwithstanding any local law and except as provided in paragraph (2), a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with this section.

(2) (A) The local agency shall not impose objective zoning standards, objective subdivision standards, and objective design standards that would have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area.

(B) (i) Notwithstanding subparagraph (A), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(ii) Notwithstanding subparagraph (A), in all other circumstances not described in clause (i), a local agency may require a setback of up to four feet from the side and rear lot lines.

(c) In addition to any conditions established in accordance with subdivision (b), a local agency may require any of the following conditions when considering an application for two residential units as provided for in this section:

(1) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(2) For residential units connected to an onsite wastewater treatment system, a percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years.

(d) Notwithstanding subdivision (a), a local agency may deny a proposed housing development project if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is

no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(f) Notwithstanding Section 65852.2 or 65852.22, a local agency shall not be required to permit an accessory dwelling unit or a junior accessory dwelling unit on parcels that use both the authority contained within this section and the authority contained in Section 66411.7.

(g) Notwithstanding subparagraph (B) of paragraph (2) of subdivision (b), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(h) Local agencies shall include units constructed pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(i) For purposes of this section, all of the following apply:

(1) A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing unit.

(2) The terms “objective zoning standards,” “objective subdivision standards,” and “objective design review standards” mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(3) “Local agency” means a city, county, or city and county, whether general law or chartered.

(j) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for a housing development pursuant to this section.

SEC. 2. Section 66411.7 is added to the Government Code, to read:

66411.7. (a) Notwithstanding any other provision of this division and any local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split only if the local agency determines that the parcel map for the urban lot split meets all the following requirements:

(1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(2) (A) Except as provided in subparagraph (B), both newly created parcels are no smaller than 1,200 square feet.

(B) A local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval under this subdivision.

(3) The parcel being subdivided meets all the following requirements:

(A) The parcel is located within a single-family residential zone.

(B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(C) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:

(i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(iv) Housing that has been occupied by a tenant in the last three years.

(E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.

(G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

(b) An application for a parcel map for an urban lot split shall be approved in accordance with the following requirements:

(1) A local agency shall approve or deny an application for a parcel map for an urban lot split ministerially without discretionary review.

(2) A local agency shall approve an urban lot split only if it conforms to all applicable objective requirements of the Subdivision Map Act (Division

2 (commencing with Section 66410)), except as otherwise expressly provided in this section.

(3) Notwithstanding Section 66411.1, a local agency shall not impose regulations that require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map for an urban lot split pursuant to this section.

(c) (1) Except as provided in paragraph (2), notwithstanding any local law, a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards applicable to a parcel created by an urban lot split that do not conflict with this section.

(2) A local agency shall not impose objective zoning standards, objective subdivision standards, and objective design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.

(3) (A) Notwithstanding paragraph (2), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(B) Notwithstanding paragraph (2), in all other circumstances not described in subparagraph (A), a local agency may require a setback of up to four feet from the side and rear lot lines.

(d) Notwithstanding subdivision (a), a local agency may deny an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) In addition to any conditions established in accordance with this section, a local agency may require any of the following conditions when considering an application for a parcel map for an urban lot split:

(1) Easements required for the provision of public services and facilities.

(2) A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

(3) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(f) A local agency shall require that the uses allowed on a lot created by this section be limited to residential uses.

(g) (1) A local agency shall require an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the

housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.

(2) This subdivision shall not apply to an applicant that is a “community land trust,” as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a “qualified nonprofit corporation” as described in Section 214.15 of the Revenue and Taxation Code.

(3) A local agency shall not impose additional owner occupancy standards, other than provided for in this subdivision, on an urban lot split pursuant to this section.

(h) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(i) A local agency shall not require, as a condition for ministerial approval of a parcel map application for the creation of an urban lot split, the correction of nonconforming zoning conditions.

(j) (1) Notwithstanding any provision of Section 65852.2, 65852.21, 65852.22, 65915, or this section, a local agency shall not be required to permit more than two units on a parcel created through the exercise of the authority contained within this section.

(2) For the purposes of this section, “unit” means any dwelling unit, including, but not limited to, a unit or units created pursuant to Section 65852.21, a primary dwelling, an accessory dwelling unit as defined in Section 65852.2, or a junior accessory dwelling unit as defined in Section 65852.22.

(k) Notwithstanding paragraph (3) of subdivision (c), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(l) Local agencies shall include the number of applications for parcel maps for urban lot splits pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(m) For purposes of this section, both of the following shall apply:

(1) “Objective zoning standards,” “objective subdivision standards,” and “objective design review standards” mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(2) “Local agency” means a city, county, or city and county, whether general law or chartered.

(n) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be

considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(o) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for urban lot splits pursuant to this section.

SEC. 3. Section 66452.6 of the Government Code is amended to read:

66452.6. (a) (1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 24 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way that abut the boundary of the property to be subdivided and that are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 48 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

(2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

(3) "Public improvements," as used in this subdivision, include traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities.

(b) (1) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence. However, the length of the moratorium shall not exceed five years.

(2) The length of time specified in paragraph (1) shall be extended for up to three years, but in no event beyond January 1, 1992, during the pendency of any lawsuit in which the subdivider asserts, and the local agency that approved or conditionally approved the tentative map denies, the existence or application of a development moratorium to the tentative map.

(3) Once a development moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium.

(c) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of the time period is approved by the local agency pursuant to this section. After service of the initial petition or complaint in the lawsuit upon the local agency, the subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. Within 40 days after receiving the application, the local agency shall either stay the time period for up to five years or deny the requested stay. The local agency may, by ordinance, establish procedures for reviewing the requests, including, but not limited to, notice and hearing requirements, appeal procedures, and other administrative requirements.

(d) The expiration of the approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the legislative body without first processing a new tentative map. Once a timely filing is made, subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the tentative map. Delivery to the county surveyor or city engineer shall be deemed a timely filing for purposes of this section.

(e) Upon application of the subdivider filed before the expiration of the approved or conditionally approved tentative map, the time at which the map expires pursuant to subdivision (a) may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for a period or periods not exceeding a total of six years. The period of extension specified in this subdivision shall be in addition to the period of time provided by subdivision (a). Before the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for 60 days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within 15 days after the advisory agency has denied the extension.

(f) For purposes of this section, a development moratorium includes a water or sewer moratorium, or a water and sewer moratorium, as well as other actions of public agencies that regulate land use, development, or the provision of services to the land, including the public agency with the authority to approve or conditionally approve the tentative map, which thereafter prevents, prohibits, or delays the approval of a final or parcel map. A development moratorium shall also be deemed to exist for purposes of this section for any period of time during which a condition imposed by the city or county could not be satisfied because of either of the following:

(1) The condition was one that, by its nature, necessitated action by the city or county, and the city or county either did not take the necessary action or by its own action or inaction was prevented or delayed in taking the necessary action before expiration of the tentative map.

(2) The condition necessitates acquisition of real property or any interest in real property from a public agency, other than the city or county that approved or conditionally approved the tentative map, and that other public agency fails or refuses to convey the property interest necessary to satisfy the condition. However, nothing in this subdivision shall be construed to require any public agency to convey any interest in real property owned by it. A development moratorium specified in this paragraph shall be deemed to have been imposed either on the date of approval or conditional approval of the tentative map, if evidence was included in the public record that the public agency that owns or controls the real property or any interest therein may refuse to convey that property or interest, or on the date that the public agency that owns or controls the real property or any interest therein receives an offer by the subdivider to purchase that property or interest for fair market value, whichever is later. A development moratorium specified in this paragraph shall extend the tentative map up to the maximum period as set forth in subdivision (b), but not later than January 1, 1992, so long as the public agency that owns or controls the real property or any interest therein fails or refuses to convey the necessary property interest, regardless of the reason for the failure or refusal, except that the development moratorium shall be deemed to terminate 60 days after the public agency has officially made, and communicated to the subdivider, a written offer or commitment binding on the agency to convey the necessary property interest for a fair market value, paid in a reasonable time and manner.

SEC. 4. The Legislature finds and declares that ensuring access to affordable housing is a matter of statewide concern and not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Sections 1 and 2 of this act adding Sections 65852.21 and 66411.7 to the Government Code and Section 3 of this act amending Section 66452.6 of the Government Code apply to all cities, including charter cities.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act.

because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

O

Senate Bill No. 10

CHAPTER 163

An act to add Section 65913.5 to the Government Code, relating to land use.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 10, Wiener. Planning and zoning: housing development: density.

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. Existing law requires an attached housing development to be a permitted use, not subject to a conditional use permit, on any parcel zoned for multifamily housing if at least certain percentages of the units are available at affordable housing costs to very low income, lower income, and moderate-income households for at least 30 years and if the project meets specified conditions relating to location and being subject to a discretionary decision other than a conditional use permit. Existing law provides for various incentives intended to facilitate and expedite the construction of affordable housing.

This bill would, notwithstanding any local restrictions on adopting zoning ordinances, authorize a local government to adopt an ordinance to zone any parcel for up to 10 units of residential density per parcel, at a height specified in the ordinance, if the parcel is located in a transit-rich area or an urban infill site, as those terms are defined. The bill would prohibit a local government from adopting an ordinance pursuant to these provisions on or after January 1, 2029. The bill would specify that an ordinance adopted under these provisions, and any resolution to amend the jurisdiction's General Plan, ordinance, or other local regulation adopted to be consistent with that ordinance, is not a project for purposes of the California Environmental Quality Act. The bill would prohibit an ordinance adopted under these provisions from superceding a local restriction enacted or approved by a local initiative that designates publicly owned land as open-space land or for park or recreational purposes.

The bill would impose specified requirements on a zoning ordinance adopted under these provisions, including a requirement that the zoning ordinance clearly demarcate the areas that are subject to the ordinance and that the legislative body make a finding that the ordinance is consistent with the city or county's obligation to affirmatively further fair housing. The bill would require an ordinance to be adopted by a $\frac{2}{3}$ vote of the members of the legislative body if the ordinance supersedes any zoning restriction established by local initiative.

The bill would prohibit an ordinance adopted under these provisions from reducing the density of any parcel subject to the ordinance and would prohibit a legislative body from subsequently reducing the density of any parcel subject to the ordinance. The bill would prohibit a residential or mixed-use residential project consisting of 10 or more units that is located on a parcel zoned pursuant to these provisions from being approved ministerially or by right or from being exempt from the California Environmental Quality Act, except as specified.

This bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The people of the State of California do enact as follows:

SECTION 1. Section 65913.5 is added to the Government Code, to read: 65913.5. (a) (1) Notwithstanding any local restrictions on adopting zoning ordinances enacted by the jurisdiction that limit the legislative body's ability to adopt zoning ordinances, including, subject to the requirements of paragraph (4) of subdivision (b), restrictions enacted by local initiative, a local government may adopt an ordinance to zone a parcel for up to 10 units of residential density per parcel, at a height specified by the local government in the ordinance, if the parcel is located in one of the following:

(A) A transit-rich area.

(B) An urban infill site.

(2) A local government shall not adopt an ordinance pursuant to this subdivision on or after January 1, 2029. However, the operative date of an ordinance adopted under this subdivision may extend beyond January 1, 2029.

(3) An ordinance adopted in accordance with this subdivision, and any resolution to amend the jurisdiction's General Plan, ordinance, or other local regulation adopted to be consistent with that zoning ordinance, shall not constitute a "project" for purposes of Division 13 (commencing with Section 21000) of the Public Resources Code.

(4) Paragraph (1) shall not apply to either of the following:

(A) Parcels located within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This paragraph does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

(B) Any local restriction enacted or approved by a local initiative that designates publicly owned land as open-space land, as defined in subdivision (h) of Section 65560, or for park or recreational purposes.

(b) A legislative body shall comply with all of the following when adopting a zoning ordinance pursuant to subdivision (a):

(1) The zoning ordinance shall include a declaration that the zoning ordinance is adopted pursuant to this section.

(2) The zoning ordinance shall clearly demarcate the areas that are zoned pursuant to this section.

(3) The legislative body shall make a finding that the increased density authorized by the ordinance is consistent with the city or county's obligation to affirmatively further fair housing pursuant to Section 8899.50.

(4) If the ordinance supersedes any zoning restriction established by a local initiative, the ordinance shall only take effect if adopted by a two-thirds vote of the members of the legislative body.

(c) (1) Notwithstanding any other law that allows ministerial or by right approval of a development project or that grants an exemption from Division 13 (commencing with Section 21000) of the Public Resources Code, a residential or mixed-use residential project consisting of more than 10 new residential units on one or more parcels that are zoned pursuant to an ordinance adopted under this section shall not be approved ministerially or by right and shall not be exempt from Division 13 (commencing with Section 21000) of the Public Resources Code.

(2) This subdivision shall not apply to a project located on a parcel or parcels that are zoned pursuant to an ordinance adopted under this section, but subsequently rezoned without regard to this section. A subsequent ordinance adopted to rezone the parcel or parcels shall not be exempt from Division 13 (commencing with Section 21000) of the Public Resources Code. Any environmental review conducted to adopt the subsequent ordinance shall consider the change in the zoning applicable to the parcel or parcels before they were zoned or rezoned pursuant to the ordinance adopted under this section.

(3) The creation of up to two accessory dwelling units and two junior accessory dwelling units per parcel pursuant to Sections 65852.2 and 65852.22 of the Government Code shall not count towards the total number of units of a residential or mixed-use residential project when determining if the project may be approved ministerially or by right under paragraph (1).

(4) A project may not be divided into smaller projects in order to exclude the project from the prohibition in this subdivision.

(d) (1) An ordinance adopted pursuant to this section shall not reduce the density of any parcel subject to the ordinance.

(2) A legislative body that adopts a zoning ordinance pursuant to this section shall not subsequently reduce the density of any parcel subject to the ordinance.

(e) For purposes of this section:

(1) "High-quality bus corridor" means a corridor with fixed route bus service that meets all of the following criteria:

(A) It has average service intervals of no more than 15 minutes during the three peak hours between 6 a.m. to 10 a.m., inclusive, and the three peak hours between 3 p.m. and 7 p.m., inclusive, on Monday through Friday.

(B) It has average service intervals of no more than 20 minutes during the hours of 6 a.m. to 10 p.m., inclusive, on Monday through Friday.

(C) It has average intervals of no more than 30 minutes during the hours of 8 a.m. to 10 p.m., inclusive, on Saturday and Sunday.

(2) “Transit-rich area” means a parcel within one-half mile of a major transit stop, as defined in Section 21064.3 of the Public Resources Code, or a parcel on a high-quality bus corridor.

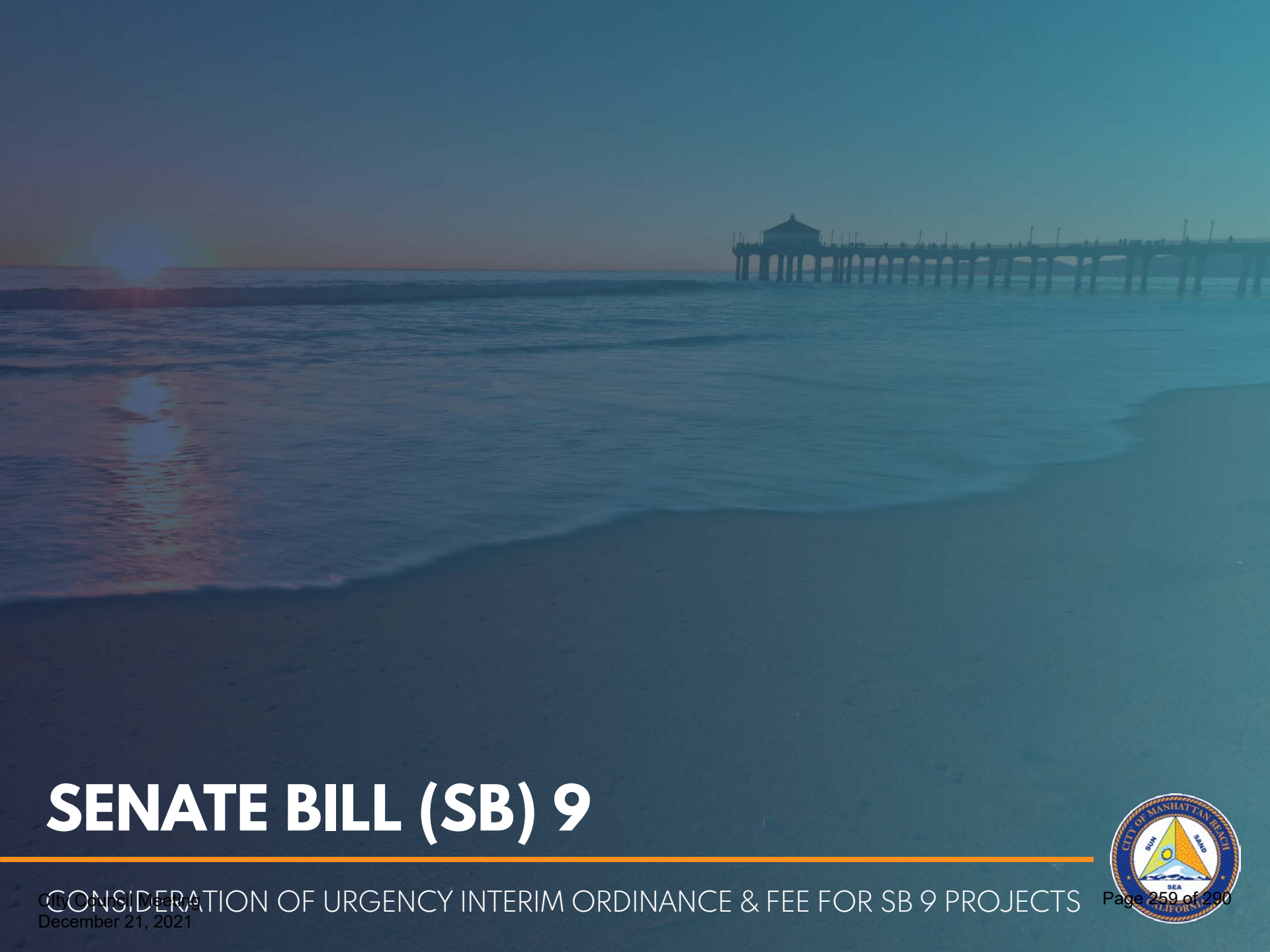
(3) “Urban infill site” means a site that satisfies all of the following:

(A) A site that is a legal parcel or parcels located in a city if, and only if, the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel or parcels wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(B) A site in which at least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. For the purposes of this section, parcels that are only separated by a street or highway shall be considered to be adjoined.

(C) A site that is zoned for residential use or residential mixed-use development, or has a general plan designation that allows residential use or a mix of residential and nonresidential uses, with at least two-thirds of the square footage of the development designated for residential use.

(f) The Legislature finds and declares that provision of adequate housing, in light of the severe shortage of housing at all income levels in this state, is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this section applies to all cities, including charter cities.



SENATE BILL (SB) 9

City Council Meeting
December 21, 2021

CONSIDERATION OF URGENCY INTERIM ORDINANCE & FEE FOR SB 9 PROJECTS



OVERVIEW

01

Introduction of SB 9 and 10

02

Presentation of Draft SB 9 Urgency Ordinance and Fee Resolution

03

Policy Alternatives

TIMELINE

- **9/16/21** Governor signed Senate Bills (SB) 9 and 10 into law
- **12/7/21** City Council requests SB 9 and 10 presentation
- **12/21/21** Staff presents draft SB 9 urgency ordinance and fee resolution to City Council
- **1/1/22** SB 9 and 10 go into effect

SENATE BILL 10

Cities may
voluntarily
adopt:



... an ordinance that permits up to 10 residential units on a single parcel of land.

SENATE BILL 9

Cities shall approve ministerially:

No public hearing or discretionary review

4 residential units on an existing single-family lot

Split an existing single-family lot into 2 parcels with up to 2 residences per parcel

Cities may voluntarily adopt:

Local ordinance with objective development standards for SB 9 projects

Cannot preclude SB 9 provisions

SB 9 APPLICABILITY



Single-Family
Zone

SB 9 is applicable only to the City's Residential Single-Family (RS) zone in Area Districts I, II, and III



8,440
Lots

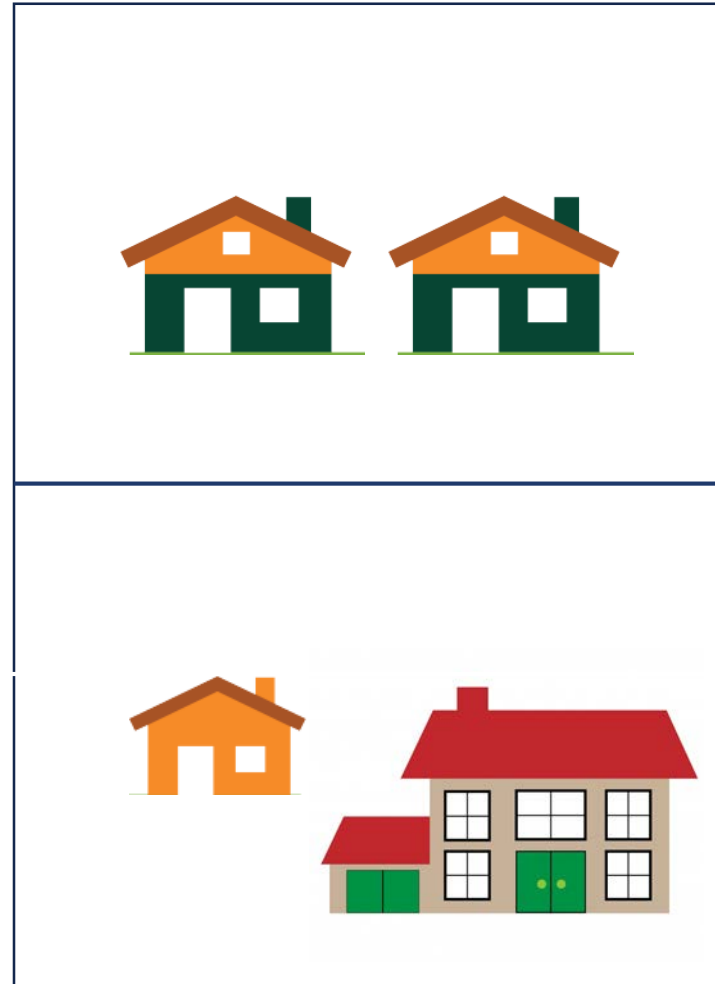
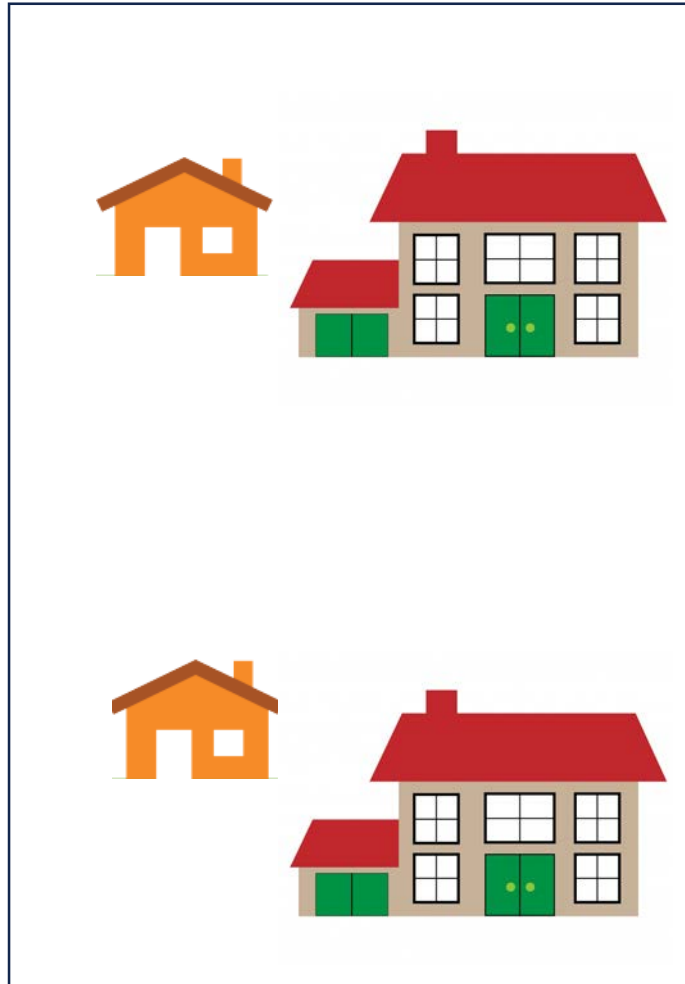
The City has about 8,440 RS-zoned lots



3%

Staff Projection: Approximately 3% (253 RS-zoned lots) can be split and developed with up to 4 residences without significant demolition

ALL ROADS LEAD TO 4...



SB 9 REQS. FOR RESIDENCES

- **DEMOLITION** – Max. exterior demolition of existing residence is 25% if tenant-occupied for past 3 years
- **SETBACKS** – 4 feet from a side or rear property line for new units.
- **DENSITY** – Up to 4 residences may be built on existing lot or up to 2 residences per parcel formed by lot split
- **SIZE** – City must allow minimum of 800 SF per new unit
- **EXISTING CONDITIONS** – Existing residences or residences reconstructed in same place and with same size may maintain existing setbacks
- **PARKING** – One off-street parking space required per residence unless lot is within ½ mile from “high quality transit corridor” or “major transit stop”
- **RENT** – Short-term rentals are prohibited

SB 9 REQS. FOR LOT SPLITS

- **QUANTITY** – No more than **2 parcels** may be created
- **60:40** – New parcels must be approx. equal in size. One parcel may be no smaller than **40% of original lot size**
- **SIZE** – Each parcel must be at least **1,200 SF**
- **LIMITATIONS** – A lot that is split once via SB 9 may not be split again
- **RIGHT-OF-WAY** – Right-of-way dedication must not be required
- **OWNERS** – Owner-occupancy is required for a min. of 3 years
- **EXISTING CONDITIONS** – Correction of existing permitted nonconforming conditions must not be required

ADDITIONAL SB 9 REGULATIONS



Existing
City Regs.

Existing City regulations that do not prohibit the development of up to 4 residences that are at least 800 SF each



New
Ordinance

If adopted by City Council, a new ordinance with objective standards can help ensure that SB 9 projects consistent with City character

DRAFT URGENCY ORDINANCE



Application, review fee, and sworn statement affirming eligibility



Applicant must provide all necessary proof that the property is eligible



Covenant must be recorded specifying limitations



Comply with objective standards that foster projects consistent with City character and allow up to 4 residences at 800 SF each

DRAFT URGENCY ORDINANCE

Objective Dev. Standards

- 1 parking space per unit/ alley access
- Conceal electrical equipment
- Match flashing, vents, pipes paint to roof or wall
- Provide concealed refuse storage area
- Demonstrate pedestrian access from right-of-way to each residence
- Garage setbacks
- Max. 10-ft wide driveway for narrow lots
- If urban lot split:
 - No flag lots if adj. to alley, corner, or through lot
 - 20-ft width min.
 - Provide access to public right-of-way perpetually.

Covenant Reqs.

- No non-residential uses
- No short-term rentals
- No subsequent lot split of parcels created by SB 9
- Owner-occupancy for 3 years min.
- Perpetual access to public right-of-way
- Maintain all required parking

PROJECT REVIEW TIME & COST

Review Steps	Step Detail	Anticipated Time
Step 1	Application intake, checking for submittal completeness, and invoicing	30 minutes
Step 2	Reviewing materials and issuing corrections (typically multiple rounds)	2 hours
Step 3	Correspondence with applicant	45 minutes
Step 4	Covenant drafting, review, and obtaining signatures/notarizing	30 minutes
Step 5	Approval of project	15 minutes
Total Est. Review Time		4 hours
Est. Review Cost for Associate Planner (\$143.01/hr.)		\$572.04
Proposed Application Fee		\$572.00

POLICY ALTERNATIVES

Option 1

Take no action (refrain from adopting an Interim Zoning Ordinance). Staff to implement SB 9 as the law is written beginning Jan. 1, 2022

Option 2

Adopt an Interim Zoning Ordinance an Urgency Ordinance and Adopt Fee Resolution.
Term: 45 days
Potential Extension: 10 months and 15 days

Recommended actions are exempt from the California Environmental Quality Act (CEQA) pursuant to:

- Government Code Section 65852.21(j) effective January 1, 2022
- Section 15378 of the CEQA Guidelines
- Section 15308 of the CEQA Guidelines
- Section 15061(b)(3) of the CEQA Guidelines

STAFF RECOMMENDATION

1. Adopt draft urgency interim ordinance providing additional specificity for SB 9 regulations; and
2. Adopt draft resolution to establish a fee for review of SB 9 projects.



Agenda Date: 12/21/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Liza Tamura, City Clerk

Martha Alvarez, Assistant City Clerk

SUBJECT:

Agenda Forecast (City Clerk Tamura).
INFORMATION ITEM ONLY

DISCUSSION:

The subject matter below is anticipated to appear on future City Council Agendas. It's important to note that the information being provided is tentative, subject to change and is listed for planning purposes only. Agendas for City Council Meetings are finalized and posted 6 days prior to the meeting date.

CEREMONIAL

- Presentation of a Proclamation Recognizing Los Angeles County Supervisor for District 4, Janice Hahn.
- Longstanding Local Business Awards.
- Kindness Initiative - Sylvie Gabriel (RE: Her).
- Proclamation Declaring February 20, 2022 - February 26, 2022 as National Engineers Week.
- Proclamation Declaring the Month of February 2022 as Black History Month.
- Kindness Initiative - Cedric Jones (Support for the Inner Youth).
- Kindness Initiative - Jill Lamkin and Betsy Keely (MB Feeds the Heroes).

CONSENT

- City Council Minutes (City Clerk Tamura).
- Financial Reports (Finance Director Charelian).
- City Council Reconsideration of the Circumstances of the Declared COVID-19 Emergency to Facilitate Remote Attendance at Public Meetings by Councilmembers and

Other City Legislators Pursuant to AB 361's Special Teleconferencing Requirements (City Attorney Barrow).

- Consideration of a Resolution Declaring an Intention to Provide for an Annual Levy and Collection of Assessments for the North Manhattan Beach Business Improvement District and Setting February 15, 2022, for a Public Hearing (Finance Director Charelian).
- Award of Bid No. 1267-22 to Courtesy Chevrolet Center for the Purchase of Three Budgeted Electric Cards, Two for the Community Development Department, and One for the Fire Department in the Total Amount of \$94,053.30 (Finance Director Charelian).
- Fiscal Year 2020-2021 Annual Comprehensive Financial Report (Finance Director Charelian).
- Consideration of Formally Authorizing Blanket Authority to File Application for Grant Funds from the Los Angeles County Regional Park and Open Space District for Measure A Funding for Projects and Programs (Parks and Recreation Director Leyman).
- 2021 Pavement Management Program Final Report (Public Works Director Lee).
- Acceptance of 2020 Water Master Plan Update Project (Public Works Director Lee).
- Consideration of a Resolution Approving the Improvement Option for the Marine Avenue at Cedar Avenue Traffic Signal and Intersection Improvements Project (Public Works Director Lee).
- Consideration of Resolutions Approving Agreements with Cal Trans Regarding Newly Constructed or Revised Improvements to Medians on Highway 1, Sepulveda Boulevard (Public Works Director Lee).
- Consideration of a Resolution Awarding a Construction Agreement to ***, for the Slurry Seal Project Encompassing the Central Portion of the Sand Section (Area 7) for \$***; Approving the Final Plans and Specifications for the Project; and Authorizing the City Manager to Approve Additional Work, if Necessary, Not-to-Exceed \$**** (Public Works Director Lee).
- Consideration of a Resolution Approving an Agreement with *** for Citywide Traffic Marking Services (Public Works Director Lee).
- Consideration of a Resolution Approving Amendment No. 1 to the Professional Services Agreement with Control Automation Design, Inc. for Upgrading, Maintenance, and Troubleshooting of the SCADA System for the City's Water, Stormwater & Sewer System at a Cost Not-to-Exceed \$XX,XXX (Public Works Director Lee).
- Consideration of a Resolution Approving a Design Services Agreement to *** for the Aviation Boulevard Missing Sidewalk Project for \$***; and Authorize the City Manager to Execute the Agreement (Public Works Director Lee).
- Consideration of a Resolution Awarding a Construction Agreement to *** for the Citywide Concrete Repairs Cycle 1 (Fiscal Year 2021-2022) for \$***; Approving the Specification for the Project; and Authorizing the City Manager to Approve Additional Work, If Necessary, Not-to-Exceed \$*** (Public Works Director Lee).
- Consideration of a Resolution Approving a Design Services Agreement to CWE for the 28th Street Storm Drain Infiltration Project for \$***; and Authorizing the City Manager to Execute the Agreement (Public Works Director Lee).
- Consideration of a Resolution Approving the State of California Natural Resources Agency Grant Agreement for the 28th Street Storm Drain Infiltration Project (Public Works Director Lee).
- Consideration of a Purchase of Water Meter Supplies from *** in the Amount of \$***

(Public Works (Public Works Director Lee)).

PUBLIC HEARING

- Consideration of Implementing Drought Restrictions in Accordance with Municipal Code Section 7.44 to Address State and Regional Water Conservation Goals (Public Works Lee).
- Adoption of the 6th Cycle Housing Element and the Associated Mitigated Negative Declaration (Community Development Director Tai).
- Conduct Public hearing Renewing the North Manhattan Beach Business Improvement District and Approval of the Annual Collection of Assessments for Fiscal Year 2022-2023 (Finance Director Charelian).

GENERAL BUSINESS

- Consideration of a Resolution Approving a Draft One Year Agreement with the City of Redondo Beach for Prosecution and Homeless Court Services in the Amount of \$300,000 Pending Further City Council Action Authorizing Staff to Execute Agreement and District Attorney Consent for the City of Manhattan Beach to Prosecute State Misdemeanors (City Manager Moe).
- MOU for Scout House Funding (Parks and Recreation Director Leyman).
- Consideration of Beginning City Council Meetings at an Earlier Time to Hear Ceremonial Presentations (City Manager Moe).
- Historic Preservation (Community Development Director Tai).
- LMB Class Project Presentation (Parks and Recreation Director Leyman).
- Long-Term Commercial Use of City Property (Finance Director Charelian).
- Consider Approving the Annual Commission Work Plans for the Parking and Public Improvements Commission and Planning Commission (Community Development Director Tai).
- Consider Request by Councilmember Montgomery and Mayor Stern Regarding Lights Placed Above Walk Streets (Community Development Director Tai).
- Discussion of Fractional Homeownership in the City (City Attorney Barrow).
- Consideration of a Resolution Approving the Preferred Aluminum Tubing Color Specifications for the Pier Railing Replacement Project (Public Works Director Lee).
- Fiscal Year 2021-2022 Mid-Year Budget Report (Finance Director Charelian).
- Discussion of the Role and Future of the Sustainability Task Force (Community Development Director Tai).
- Receive the Report for Sewer Lift Stations Projects Update and Consideration of a Resolution Approving Amendment No. 2 to the Professional Services Agreement with PACE Inc. for Final Design Services for the Voorhees Sewer Lift Station Project and the Pacific Ave Sewer Lift Station Project at a Cost Not-to-Exceed *** (Public Works Director Lee).

INFORMATIONAL

- Introduction of New Los Angeles County Supervisor for the City of Manhattan Beach, Holly Mitchell (City Manager Moe).
- Climate Ready Manhattan Beach Update on Climate Action & Adaptation Plan and Sea Level Rise LCP-LUP Amendment (Community Development Director Tai).



Agenda Date: 12/21/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Mark Leyman, Parks and Recreation Director

SUBJECT:

Commission Minutes:

This Item Contains Minutes of the following City Commission Meetings:

- a) Library Commission Meeting Minutes of November 8, 2021 (Parks and Recreation Director Leyman)
- b) Parks and Recreation Commission Meeting Minutes of November 29, 2021 (Parks and Recreation Director Leyman).

INFORMATION ITEM ONLY

The attached minutes are for information only:

- 1. Library Commission Meeting Minutes of November 8, 2021
- 2. Parks and Recreation Commission Meeting Minutes of November 29, 2021

CITY OF MANHATTAN BEACH
MINUTES OF THE LIBRARY COMMISSION

November 8, 2021
5:00 p.m.
Virtual – Zoom meeting

CONTENTS

A. CALL TO ORDER

The meeting was called to order at 5:00 PM.

B. ROLL CALL

Present: Chair Jones, Windes, Schreiner, Bond and Siemak

Absent: Parikh

Others present: Management Analyst, Linda Robb

C. APPROVAL OF MINUTES

Commissioner Windes moved to approve the October 12, 2021 minutes as written.

Commissioner Schreiner seconded the motion. The motion passed.

Ayes: Jones, Windes, Schreiner, Bond, Siemak

Nays: None

Abstain: None

Absent: Parikh

D. CEREMONIAL

None

E. AUDIENCE PARTICIPATION

Acting Library Manager, Josh Murray gave his monthly report including the following:

The library received a window washing and a lighting upgrade in the emergency stairwell.

The Book Club will meet virtually on December 6 at 6:30 to discuss *Last Night at the Telegraph Club* by Malinda Lo. Email librarian Claire Moore at cmoore@library.lacounty.gov for more information.

A variety of virtual programs are available. Visit lacountylibrary.org/events to view the offerings and to register.

Smarty Pants StoryTime is going well on Thursday mornings. Interested parents should register online up to one week in advance of the scheduled program.

Manhattan Beach Library is now a space on the Manhattan Beach version of Monopoly. Mr. Murray shared a mock-up of the Monopoly space.

F. GENERAL BUSINESS

Afternoon with an Author – (Schreiner, Windes) Commissioner Windes reported that there is no update. The subcommittee will reconsider after the holidays. The event will be postponed until it can be held in person with at least 62 people in the Library multipurpose room.

MB Poetry event – (Windes, Schreiner) - Commissioner Schreiner reported that this event will also be postponed until it can be held in person at the library.

Library Appreciation Event – (Jones, Bond, Schreiner) – Commissioner Jones shared the invitation and bookmark that were created for the event that will happen on November 16th. Bookmarks were shared with the City Council and Director Leyman. Food has been ordered and the meal will be offered at 1:00 p.m. Manager Murray thanked the commission for organizing the event.

No Strings Attached – (Windes, Schreiner) Commissioner Windes reported that the subcommittee has collected about 700 books for the November 14th Light Gate event. They are screening the books so they will not be bringing all of them to the event. The event will begin at 3:30 p.m. Bookmarks will also be given out.

Commissioners Windes and Schreiner will be doing another No Strings attached event on December 2nd at the North Manhattan Beach Holiday Stroll.

Story Adventure – (Bond, Jones) – Commissioner Bond reported that the Eagle Scout is ready to roll. There will be a conference call on November 9, 2021 with staff and the Eagle Scout to discuss a plan for the display case design and installation, and whether the display will be temporary or permanent.

East Manhattan Beach Library Services/Book Vending Machines – (Siemak) Commissioner Siemak reported that an earlier schedule conference call had been cancelled and never got rescheduled. He will work with Manager Buike to reschedule.

Teen Library Update (Spring/Summer Discovery Program) – Commissioner Windes praised Librarian Claire Moore for her assistance making signs for the upcoming No Strings Attached event. – October was Teen Read Month and 25 teen activity kits were given out, as well as some young adult books. For November there will be Adult 101 kits for teens, available for the Saving Money virtual program.

G. STAFF ITEMS

No staff updates

H. COMMISSION ITEMS

Chair Jones reported that she met with Michael Zislis and presented five ideas for possible events to him. She stated that he was receptive to supporting the Photo Op Day and has recommended his photographer. Chair Jones would like to request that this item be added to the work plan.

Commissioner Jones added that Mr. Zislis is also interested in sponsoring a predominantly outdoor entertainment series that would consist of high-end presenters (authors, performers, artists). Commissioner Jones would like to find out what kind of sponsorship would be allowed by the City. Commissioner Windes recommended contacting Pages Bookstore. She and Commissioner Schreiner volunteered to be on the sub-committee if the item is added to the work plan. Commissioner Jones requested for commissioners to bring recommendations for possible presenters to the December

meeting. Manager Murray reminded the commission that he does not know what the regulations will be for events at the library, even outdoors.

The five items that were presented to Mr. Zislis were:

1. Photo op Day
2. Entertainment Series
3. Library Appreciation party
4. Entrance sign to the Library
5. Story Adventure

Of the five, he liked the first two, which will be proposed at the joint-meeting. The commission agreed to request that the Photo op Day and Entertainment Series be added to the work plan at the City Council Joint meeting on January 11, 2021.

I. ADJOURNMENT

Commissioner Windes moved to adjourn the meeting. Commissioner Schreiner seconded the motion. The motion carried unopposed.

The meeting was adjourned at 6:00 PM, to Monday, December 13, 2021.

CITY OF MANHATTAN BEACH
MINUTES OF THE PARKS AND RECREATION COMMISSION
Virtual – Zoom meeting
November 29, 2021
4:00 PM

CONTENTS

A. CALL TO ORDER

The meeting was called to order at 4:22 PM.*

*An email was sent to the Commissioners erroneously indicating 5:00 as the start time. The meeting was posted to the public to begin at 4:00. Meeting started when a quorum was assembled. Staff was present at 4:00 p.m. No members of the public attempted to join the meeting so were not affected by the delayed start time.

B. ROLL CALL

Present: McCarthy, Greenberg, Weiner, Turkmany, Karger, Doran and Grampp

Absent: none

C. APPROVAL OF MINUTES

Commissioner McCarthy moved to approve the October 25, 2021 minutes with edits below requested by Commissioner Greenberg. Commissioner Turkmany seconded the motion. The motion passed.

P. 1, Item F, paragraph 1 – correct the paragraph to indicate that the subcommittee is waiting for staff to create the community survey. (previous text had been carried over from the month prior and was outdated)

P. 2, paragraph 1 – wording was added to clarify that Commissioner Greenberg had expressed in the meeting that he felt that the work of the subcommittee had been disrespected by Director Leyman’s desire to have the Risk Manager and Police Department reexamine an area.

Ayes: McCarthy, Greenberg, Weiner, Turkmany, Doran, Grampp

Nays: None

Abstain: None

Absent: Karger

D. CEREMONIAL

None

E. AUDIENCE PARTICIPATION (3-Minute Limit)

No members of the public were present.

F. GENERAL BUSINESS

Commissioner Karger asked Director Leyman to address the commission to address some

frustrations. Director Leyman acknowledged the work that the commission has done and reminded everyone that everything takes a lot of time to accomplish. He stated that it is important for everyone to recognize all that the commission has already accomplished. The Parks Master Plan completed by the commission is a living document now serving as a roadmap to bring projects and to the City Council every year. He expressed his gratitude for all of the work done by the subcommittees over the past year.

Commissioner McCarthy is concerned that all of the work done will become outdated if no action is taken and if these projects are not considered priorities. She fears that the City will not be able to capitalize on the relationships and goodwill that have been built through this process, if momentum is lost. She gave an example that all of the information gathered for the aquatics facility is very current as the surrounding pools have been built within the last three to five years. Director Leyman stated that it is important that specific direction should be requested in the Joint City Council meeting so it is clear whether or not the project moves forward.

Commissioner Weiner again requested to receive the document that is being put together with maintenance and repair information as some of those costs will intersect with some of the commission projects. He asked how the CIP project list is fixed, meaning that other projects cannot be added until the projects on the plan are finished. Director Leyman stated that the City Council regularly reviews the CIP list and reprioritizes based on the number of engineers and amount of money available each year. He added that the Maintenance and Repair costs document is not yet complete.

After some discussion, it was acknowledged that there will be a report for each project but some will end up being absorbed into the Parks and Rec budget and some will not be recommended for further action. Once the homework has been done, not all projects will be feasible.

Commissioner Greenberg reminded the commission that the purpose of the annual meeting is twofold. First to review progress on each project, second to determine how to move forward or whether to move forward at all. He asked if there are any new projects on the Parks Master Plan that should be added to the work plan.

Director Leyman instructed that all items will be presented and direction will be requested at the end of the presentation.

Management Analyst Robb shared the presentation planning template for the sub-committee leads to complete. This will serve as the outline for the presentation and provide the information necessary to prepare the PowerPoint presentation for the joint meeting.

Discussion of 2021 Workplan Items:

El Porto Family Park (Greenberg, McCarthy, Turkmany) – Commissioner Greenberg reported that the subcommittee is still waiting for staff to draft a community survey. Director Leyman reported that Senior Recreation Manager (SRM) Jessica Vincent has been working with the City Manager to conduct a statistically valid community-wide survey. 400 members of the community will be selected at random to participate. The survey will include a number of items and categories for prioritization to aid the City Council in their decision making. The previous community survey was done 5 years ago. Director Leyman believes the survey will be done in December 2021. Director Leyman is not sure whether the results will be available in time for the January joint meeting.

Nature Areas and Trails – (Greenberg, McCarthy, Turkmany) Commissioner Greenberg gave the following update: Gate #2 has been unwelded and is now accessible. Gate #3, which was previously open, now is padlocked. Both gates now have temporary signage, approved by the Risk Manager, stating that this is an unmaintained nature area, use at your own risk. The previous discussion was that all 8 gates would receive the signage. There is still a legacy sign at Gate #2 that needs to be removed. Director Leyman will ask staff to remove the sign. The trial period has now begun so usage and issues will be monitored. He will also work with staff regarding unlocking the gate. Gate #3 should not be locked. Director Leyman will follow up with SRM Vincent regarding opening and closing the gates daily.

Dog Runs/Parkettes – Commissioner Weiner stated this item will be presented at the joint meeting as a progress report stating that the shortfalls of the existing dog run locations have been identified and have now been taken over by staff.

Polliwog Park Enhancements – These project are under staff purview. Progress and successes will be reported at the joint meeting.

Sand Dune Building Replacement – Commissioner Turkmany reported that there were estimates received for ADA improvements in the \$100,000-\$140,000 range, to the existing structure and also for a small reservation booth. Commissioner Weiner added that there were additional quotes received for a larger prefab building in the \$500,000 range. Director Leyman mentioned that an engineer should also look at any quotes to make sure they are realistic.

Exploring Repurposing the Pay N Play Racquetball Courts – (Karger, Turkmany, Greenberg) Commissioner Karger reported that the subcommittee is presuming that alternative uses will need to be considered for the space based on the current situation with the tenant.

Exploring Acquisition of the Armory – After some discussion, it was agreed upon by the commission that a letter will be sent annually indicating the City's interest in reacquiring the armory land.

Exploring the feasibility of developing an aquatics center – (McCarthy, Weiner, Doran) Commissioner McCarthy gave the following report: The sub-committee met onsite with the Gensler rep and looked at the pros and cons of the Begg and Manhattan Village locations. The rep will be meeting with his team to develop some pro bono sketches and estimates that the project would be in the \$17 million to \$20 million range. There is a possibility that sketches will be available for the joint meeting. The subcommittee needs authorization to talk to the school district and the management company for the Manhattan Village Mall, and to speak the City Manager to see what the thoughts are regarding the two properties. Commissioner McCarthy's research showed that the Manhattan Village site was donated under the Quimby Act, which is to be used for Park and Recreation purposes. Commissioner Weiner stated that if the Manhattan Village site is considered, the City would need to examine whether a new pool would be replacing Begg Pool or in addition to Begg Pool.

PMP Project Cost Estimates; P&R Maintenance and Replacement Budgeting – (Weiner, McCarthy) This item should be removed from the agenda as it will be developed in lock step with the report to City Council.

Donation Policy and Programs – (Turkmany, Karger, Weiner)

Commissioner Turkmany stated that the bulk of the Donation Policy is a staff item. He will be presenting a supplement for the Gift Acceptance Policy and a potential Foundation to work with donations. Feedback from City Council is necessary to know if there is any interest. Commissioner McCarthy shared that she had heard that it was difficult to get any traction on the Senior Scout Community Center until a 501c3 was formed and started raising money for the project drawing attention. Director Leyman stated that the key to presenting this concept is to show what this looks like for the City and how do we go about working effectively with a 501c3.

Discussion of 2022 Workplan Items – The commission agreed that Salute to the Troops will be kept on the work plan for 2022 as long as there is a full summer concert series.

Director Leyman recommended the commission take a look at the Parks Master Plan at the next meeting to see if there are any quick wins or mid-range projects that might be added to the work plan. He also mentioned that the commission and department already have a lot on their plate and with the current bandwidth of staff, adding items is not suggested.

G. STAFF ITEMS

Director Leyman gave the following updates:

City Council approved the Catalina Classic statue for the south pier parking lot.

The first annual Turkey Pickleball Tournament was held over Thanksgiving Weekend with almost 200 participants. Commissioner Greenberg asked if the commission should honor the winners of the Pickleball Tournament. Director Leyman stated that the request could be pushed forward to the City Clerk's office through the commission Chair.

Holiday Fireworks will be held on Sunday, December 12th. Spectators will be encouraged to view from the beach. There will be no viewing from the street on Manhattan Beach Boulevard west of Manhattan Avenue.

H. COMMISSION ITEMS

The December commission meeting will be held on December 14, 2021 at 4:00 p.m..

Commissioner Karger announced that the California Great Santa Stroll will be held on Saturday, December 11th. The event will be a pier to pier walk beginning at Hermosa Beach Pier, heading north to the Manhattan Beach Pier and then heading back south to end at the Hermosa Beach Pier. The goal is to have 1,000 participating Santas.

Older Adult Program update – Commissioner McCarthy reported that the Senior Advisory Committee strongly recommends having the Beatles cover band play at the Summer Concert Series. The band performed at the Library over the summer and was very well received.

District update – Commissioner Greenberg had no update from the school district.

Student update – Commissioner Grampp reported that the Mira Costa Football team made it to the CIF semi-finals and the school orchestra will be having their Winter Concert of December 8th. Last day of classes for the year will be December 17th. Finals will start on December 13th. Commissioner Weiner added that the Womens Cross Country team won the CIF Championship.

I. ADJOURNMENT

Commissioner Doran moved to adjourn. Commissioner Weiner seconded the motion. Seeing no opposition, the meeting was adjourned at 6:19 PM to Tuesday, December 14, 2021.

