

## City Council Regular Meeting

### Regular Meeting

**Tuesday, July 2, 2024**

**6:00 PM**

**City Council Chambers and Zoom**



#### **ELECTED OFFICIALS**

**Mayor** Joe Franklin

**Mayor Pro Tem** Amy Howorth

**Councilmember** David Lesser

**Councilmember** Steve Napolitano

**Councilmember** Richard Montgomery

**City Treasurer** Tim Lilligren

#### **EXECUTIVE TEAM**

**City Manager** Bruce Moe

**City Attorney** Quinn Barrow

**City Clerk** Liza Tamura

**Finance Director** Steve Charelian

**Human Resources** Lisa Jenkins

**Parks and Recreation** Mark Leyman

**Police Chief** Rachel Johnson

**Fire Chief** Michael Lang

**Community Development Director** Talyn Mirzakhanian

**Public Works Director** Erick Lee

**Information Technology Director** Miguel Guardado

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#### **MISSION STATEMENT:**

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

## **JULY 2, 2024**

### **CITY COUNCIL MEETING AGENDA PACKET:**

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**MANHATTAN BEACH'S CITY COUNCIL WELCOMES YOU!**

*Meetings are broadcast live through Manhattan Beach Local Community Cable, Channel 8 (Spectrum), Channel 35 (Frontier), live streaming via the City's website, and via Zoom (Direct URL: <https://citymb-info.zoom.us/j/93376200363>, Meeting ID: 933 7620 0363).*

*The City continues to offer an opportunity to participate in City Council meetings via Zoom and in-person. City Council encourages the public to participate by submitting comments in advance of the meeting, no later than 12:00 PM, July 2, 2024 (the day of the meeting), via:*

- 1) eComment at <http://www.manhattanbeach.gov/ecomment> or*
- 2) Email to [cityclerk@manhattanbeach.gov](mailto:cityclerk@manhattanbeach.gov)*

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

*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](http://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.*

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

**CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING**

*I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, state under penalty of perjury that this notice/agenda was posted on Wednesday, June 26, 2024, 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**

*Hawk Dill*

**C. ROLL CALL**

**D. CEREMONIAL CALENDAR**

1. Presentation of a Commendation to Finance Director, Steve Charelian, on the Occasion of His Retirement After Thirty-Five Years of Services to the City of Manhattan Beach.

[24-0205](#)

**PRESENT**

**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 12:00 PM, July 2, 2024 (the day of the meeting), via:*

- 1) eComment at <http://www.manhattanbeach.gov/ecomment> or
- 2) Email to [cityclerk@manhattanbeach.gov](mailto:cityclerk@manhattanbeach.gov)

*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**

- 1) Join Zoom Meeting via the internet:

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

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

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

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

*During the meeting you will need to enter \*9 on the phone's dial pad at to activate the "raise hand" button 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 web*

## H. CONSENT CALENDAR (APPROVE)

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

2. This Item Contains the City Council Regular Meeting Minutes of June 18, 2024 (City Clerk Tamura). [24-0210](#)

**APPROVE**

Attachments: [City Council Regular Meeting Minutes of June 18, 2024](#)

3. Declaration of Proclamations for the Following: [24-0211](#)  
a) July 26, 2024, as the 25th Annual National System Administrators Appreciation Day  
b) July 2024, as Parks and Recreation Month

**PROCLAIM**

4. Consideration of the Second Reading and Adoption of an Ordinance Amending and Restating Chapter 14.46 (On-Street Parking of Oversized Vehicles and Trailers) of the Manhattan Beach Municipal Code Regulating and Requiring a Parking Permit for the Parking of Oversized Vehicles and Trailers; and the Adoption of Associated Resolutions Establishing Fees and Fines (City Manager Bruce Moe). [24-0218](#)

**A) ADOPT ORDINANCE NO. 24-0006**

**B) ADOPT RESOLUTION NOS. 24-0035 AND 24-0036**

Attachments: [Ordinance No. 24-0006](#)

[Resolution No. 24-0035](#)

[Resolution No. 24-0036](#)

5. Consideration of a Five-Year Agreement with Axon Enterprises, Inc. for Body Worn Cameras, Digital Evidence Management, and Fusus Software and Hardware Integration in an Amount Not-to-Exceed \$955,537 (Police Chief Johnson). [24-0254](#)

**A) WAIVE FORMAL BIDDING**

**B) ADOPT RESOLUTION NO. 24-0078**

Attachments: [Resolution No. 24-0078](#)

[Agreement - Axon Enterprises, Inc.](#)

6. Consideration of a Resolution Nunc Pro Tunc Correcting Clerical Errors Related to a Construction Agreement with EBS General Engineering, Inc. for the Community Development Block Grant (CDBG) Cycle 3 Americans with Disabilities Act (ADA) Curb Ramp Project for \$193,633, Including Contingency (Public Works Director Lee). [24-0252](#)

**ADOPT RESOLUTION NUNC PRO TUNC NO. 24-0079**

Attachments: [Resolution Nunc Pro Tunc No. 24-0079](#)  
[Agreement - EBS General Engineering, Inc.](#)  
[Budget and Expenditures Summary](#)  
[Staff Report - May 7, 2024](#)  
[Location Map](#)

**I. ITEMS REMOVED FROM THE CONSENT CALENDAR**

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

**J. PUBLIC HEARINGS**

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

**K. GENERAL BUSINESS**

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

7. Consideration of a Resolution Approving an Agreement with the Chamber of Commerce in the Amount of \$67,300 for North Manhattan Beach Business Improvement District Management and Executive Coordination Services Until a Non-Profit Corporation is Established (City Manager Moe). [24-0249](#)  
*(Estimated Time: 15 Mins.)*

**A) ADOPT RESOLUTION NO. 24-0080**

**B) APPROPRIATE FUNDS**

Attachments: [Resolution No. 24-0080](#)  
[Agreement - Manhattan Beach Chamber of Commerce](#)

8. Consideration of a Resolution Approving the Proposed Fiscal Year 2024-2025 Chamber of Commerce Work Plan Agreement in the Amount of \$29,585 (City Manager Moe). [24-0246](#)  
*(Estimated Time: 15 Mins.)*

**ADOPT RESOLUTION NO. 24-0081**

Attachments: [Resolution No. 24-0081](#)  
[Agreement - Manhattan Beach Chamber of Commerce](#)  
[Fiscal Year 2023-2024 Work Plan Report Provided by Chamber](#)

**L. CITY COUNCIL REQUESTS AND REPORTS INCLUDING AB 1234 REPORTS**

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

**M. FUTURE AGENDA ITEMS**

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

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

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

9. Agenda Forecast (City Clerk Tamura). [24-0206](#)  
**INFORMATION ITEM ONLY**

10. Commission Minutes: [24-0241](#)  
This Item Contains Minutes of the following City Commission Meetings:  
a) Cultural Arts Commission Meeting Minutes of May 20, 2024 (Parks and Recreation Director Leyman)  
b) Parks and Recreation Commission Meeting Minutes of May 29, 2024 (Parks and Recreation Director Leyman).  
**INFORMATION ITEM ONLY**

Attachments: [Cultural Arts Commission Meeting Minutes of May 20, 2024](#)

[Parks and Recreation Commission Meeting Minutes of May 29, 2024](#)

11. Recent Planning Commission Quasi-Judicial Decision: [24-0267](#)  
Consideration of a Use Permit Amendment to Allow Off-Sale of Distilled Spirits in Addition to the Existing Allowance for Off-Sale Beer and Wine in Conjunction with the Operation of an Existing Service Station and Convenience Store Located at 3633 North Sepulveda Boulevard; and Associated Environmental Determination Finding the Project Exempt from the California Environmental Quality Act (Community Development Director Mirzakhonian).  
**INFORMATION ITEM ONLY**

**Q. CLOSED SESSION****R. ADJOURNMENT****S. FUTURE MEETINGS**



**CITY COUNCIL MEETINGS**

July 16, 2024 - Tuesday -- 6:00 PM - City Council Meeting  
August 6, 2024 - Tuesday -- 6:00 PM - City Council Meeting  
August 20, 2024 - Tuesday -- 6:00 PM - City Council Meeting  
September 3, 2024 - Tuesday -- 6:00 PM - City Council Meeting  
September 17, 2024 - Tuesday -- 6:00 PM - City Council Meeting  
October 1, 2024 - Tuesday -- 6:00 PM - City Council Meeting  
October 15, 2024 - Tuesday -- 6:00 PM - City Council Meeting (Reorganization)  
November 5, 2024 - Tuesday -- 6:00 PM - City Council Meeting (Rescheduled Due to General Municipal Elections)  
November 6, 2024 - Wednesday -- 6:00 PM - City Council Meeting  
November 19, 2024 - Tuesday -- 6:00 PM - City Council Meeting  
December 3, 2024 - Tuesday -- 6:00 PM - City Council Meeting  
December 17, 2024 - Tuesday -- 6:00 PM - City Council Meeting (City Council Reorganization and General Municipal Election Results)

**BOARDS, COMMISSIONS AND COMMITTEE MEETINGS**

July 8, 2024 - Monday - 4:00 PM - Library Commission Meeting  
July 10, 2024 - Wednesday - 3:00 PM - Planning Commission Meeting  
July 15, 2024 - Monday - 4:00 PM - Cultural Arts Commission Meeting  
July 22, 2024 - Monday - 4:00 PM - Parks and Recreation Commission Meeting  
July 24, 2024 - Wednesday - 3:00 PM - Planning Commission Meeting  
July 25, 2024 - Thursday - 4:00 PM - Parking and Public Improvements Commission Meeting  
August 12, 2024 - Monday - 4:00 PM - Library Commission Meeting  
August 14, 2024 - Wednesday - 3:00 PM - Planning Commission Meeting  
August 19, 2024 - Monday - 4:00 PM - Cultural Arts Commission Meeting  
August 22, 2024 - Thursday - 4:00 PM - Parking and Public Improvements Commission Meeting  
August 26, 2024 - Monday - 4:00 PM - Parks and Recreation Commission Meeting  
August 28, 2024 - Wednesday - 3:00 PM - Planning Commission Meeting  
September 9, 2024 - Monday - 4:00 PM - Library Commission Meeting  
September 11, 2024 - Wednesday - 3:00 PM - Planning Commission Meeting  
September 16, 2024 - Monday - 4:00 PM - Cultural Arts Commission Meeting  
September 23, 2024 - Monday - 4:00 PM - Parks and Recreation Commission Meeting  
September 25, 2024 - Wednesday - 3:00 PM - Planning Commission Meeting  
September 26, 2024 - Thursday - 4:00 PM - Parking and Public Improvements Commission Meeting

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

July 4, 2024 - Thursday - Independence Day  
September 2, 2024 - Monday - Labor Day  
October 14, 2024 - Monday - Columbus Day  
November 11, 2024 - Monday - Veterans Day  
November 28-29, 2024 - Thursday & Friday - Thanksgiving Holiday  
December 25, 2024 - Wednesday - Christmas Day Observed  
January 1, 2025 - Wednesday - New Years Day Observed  
January 20, 2025 - Monday - Martin Luther King Day  
February 17, 2025 - Monday - Presidents Day  
May 26, 2025 - Monday - Memorial Day





**CITY OF MANHATTAN BEACH**

1400 Highland Avenue Manhattan Beach, CA 90266  
[www.manhattanbeach.gov](http://www.manhattanbeach.gov) • (310) 802-5000

# STAFF REPORT

**Agenda Date:** 7/2/2024

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**TO:**

Members of the City Council

**FROM:**

Mayor Franklin

**SUBJECT:**

Presentation of a Commendation to Finance Director, Steve Charelian, on the Occasion of His Retirement After Thirty-Five Years of Services to the City of Manhattan Beach.

**PRESENT**

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**The City Council of the City of Manhattan Beach  
Does Hereby Proudly Recognize  
Finance Director  
Steve Charelian  
On His Retirement After  
Thirty-Five Years of Service to the  
City of Manhattan Beach**





**CITY OF MANHATTAN BEACH**

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# STAFF REPORT

**Agenda Date:** 7/2/2024

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Liza Tamura, City Clerk  
Breana Contreras, Deputy City Clerk  
Jamie Morita, Office Assistant

**SUBJECT:**

This Item Contains the City Council Regular Meeting Minutes of June 18, 2024 (City Clerk Tamura).

**APPROVE**

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**RECOMMENDATION:**

The attached minutes are for City Council approval:

Attachment(s):

1. City Council Regular Meeting Minutes of June 18, 2024



# City of Manhattan Beach

1400 Highland Avenue  
Manhattan Beach, CA 90266



## Meeting Minutes - Draft

Tuesday, June 18, 2024

6:00 PM

Regular Meeting

City Council Chambers and Zoom

## City Council Regular Meeting

### ***ELECTED OFFICIALS***

***Mayor Joe Franklin***

***Mayor Pro Tem Amy Howorth***

***Councilmember David Lesser***

***Councilmember Steve Napolitano***

***Councilmember Richard Montgomery***

**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](http://www.manhattanbeach.gov/departments/city-clerk/city-council-meetings-agendas-and-minutes)

**A. CALL MEETING TO ORDER**

*Mayor Franklin called the meeting to order.*

**B. PLEDGE TO THE FLAG**

*Hadley Baker of American Martyrs School led the Pledge of Allegiance.*

**C. ROLL CALL**

*Roll Call led by Acting City Clerk Martha Alvarez.*

**Present:** 5 - Mayor Franklin, Mayor Pro Tem Howorth, Councilmember Lesser, Councilmember Montgomery and Councilmember Napolitano

*Mayor Franklin requested that all Veterans in the audience stand up to be recognized for their service.*



**D. CEREMONIAL CALENDAR**

1. Presentation of Certificates of Recognition for Being One of Richstone's Family Center "50 Heart Menders" on Their 50th Anniversary. [24-0193](#)

**PRESENT**

*On behalf of the City Council, Mayor Franklin presented Certificates of Recognition to the following for Being One of Richstone's Family Center "50 Heart Menders":*

*Barbara Van Remmen  
Mike and Robin Sullivan, and Sullivan Family  
Anita Bronstein  
Janet Jones  
Tom and Dianne Harrington*

*President of Richstone's Family Center, Roger Van Remmen, shared remarks about the "50 Heart Menders."*

*Unable to attend:*

*Jennifer Caskey  
David and RL Peters  
Larry and Lynn Wolf  
Ty Mellinger  
The Shojinaga/Fukunaga Family  
Theresa Dawson  
Maryann Carroll-Guthrie and The Guthrie Family  
Henry and Susie Jordan  
Helen Ristani  
The Frederick Family  
Jan and Chet Pipkin  
John and Jan Zar*

2. Presentation of a Certificate of Recognition to Emre Taner from Mira Costa High School for Being One of Thirty High School Seniors to be Awarded a \$50,000 Scholarship (STEM: Science, Technology, Engineering, and Math) from Southern California Edison as Part of their Annual Edison International Award. [24-0229](#)

**PRESENT**

*Agenda Item No. 2 was presented after Agenda Item No. 3.*

3. Presentation of Certificates of Recognition to Local AYSO Teams for Placing in the Soccer Western States Championship.

[24-0227](#)

**PRESENT**

*On behalf of the City Council, Mayor Franklin presented Certificates of Recognition to the following AYSO Teams for Placing in the Soccer Western States Championship:*

*10UG All Star Mambas Team:*

*Campbell Chang  
Candace Christensen  
Macee Epstein  
Charlotte Gilleland  
Ellie Helou  
Ameila Herbert  
Assistant Coach Blair Herbert*

*Unable to attend:*

*Brooklyn Beran  
Mattee Epstein  
Marlo Talbott  
Head Coach Chris Talbott*

*14UG - Legends Team:*

*Olivia Buzzelli  
Avery Johnson  
Diya Kachalia  
Sadie Kuppinger  
Ava Shay  
Assistant Coach Chris Parish  
Head Coach Brett Johnson*

*Unable to attend:*

*Stella Freelin  
Sedora Hill  
Leah Horvath  
Kylie Jaboury  
Josie Kushner  
Emily Lara-Donis  
Michelle Myers  
Laney Parish  
Evangeline Smith  
Summer Williams*

2. Presentation of a Certificate of Recognition to Emre Taner from Mira Costa High School for Being One of Thirty High School Seniors to be Awarded a \$50,000 Scholarship (STEM: Science, Technology, Engineering, and Math) from Southern California Edison as Part of their Annual Edison International Award.

[24-0229](#)

**PRESENT**

*On behalf of the City Council, Mayor Franklin and Southern California Edison Government Relations Manager Diane Forte presented a Certificate of Recognition to Emre Taner from Mira Costa High School for Being One of Thirty High School Seniors to be Awarded a \$50,000 Scholarship from Southern California Edison as Part of Their Annual Edison International Award.*

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

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

**Aye:** 5 - Franklin, Howorth, Lesser, Montgomery and Napolitano

**Nay:** 0

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

*Library Manager Josh Murray reminded the community that the library will be closed for the Juneteenth Holiday on June 19, 2024, and re-open on June 20, 2024, at 10:00 AM; and announced in celebration of Juneteenth a special performance by Ina the Sunshine Storyteller and Drummer Chazz Ross on June 22, 2024, at 3:00 PM.*

*Waste Management Recycling Education Representative Bobby Bell announced their second Paper Shredding Event at Mira Costa High School on June 22, 2024, from 9:00 AM - 11:00 AM; and provided information regarding organic waste.*

*Cultural Arts Supervisor Eric Brinkman invited the community to the 47th Annual Concerts In The Park Series at Polliwog Park Amphitheater, beginning on Sunday, June 30, 2024, with nine concerts every Sunday thereafter from 5:00 PM - 7:00 PM.*

*Mayor Franklin reminded the community that the Concerts In The Park July Fourth Celebratory event will take place on Sunday, June 30, 2024.*

*Communications and Civic Engagement Manager Alexandria Latragna invited the community to the Juneteenth Ceremony at Bruces Beach Park on June 19, 2024, from 10:00 AM - 11:00 AM; and the Juneteenth Celebration and Concert at Polliwog Park on June 22, 2024, from 11:00 AM - 3:00 PM.*

*Utilities Manager Jeff Page provided information about the discolored drinking water in the distribution system and assured the community that staff are ready to address any concerns they may have.*

*Police Chief Rachel Johnson invited the community to their Catalytic Converter Etching event at Kinecta Federal Credit Union on June 22, 2024, from 8:00 AM - 11:00 AM.*

*Manhattan Beach Resident Heather Kim announced to the community a town hall meeting on Public Safety from the Manhattan Beach Police Department at the Joslyn Community Center on June 26, 2024, from 6:00 PM - 7:00 PM.*

*Councilmember Montgomery announced to the community that two residents from the Rotary Club organized a Barbeque for the Police Department as a gesture of gratitude and appreciation for their daily efforts in ensuring the community's peace of mind.*

**G. PUBLIC COMMENTS (3 MINUTES PER PERSON)**

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

*Rita Crabtree-Kampe  
Joan Gosser  
Heather Kim*

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

**H. CONSENT CALENDAR (APPROVE)**

**A motion was made by Councilmember Montgomery, seconded by Mayor Pro Tem Howorth, to approve the Consent Calendar. The motion carried by the following vote:**

**Aye:** 5 - Franklin, Howorth, Lesser, Montgomery and Napolitano

**Nay:** 0

**4. City Council Minutes: [24-0194](#)**

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

- a) City Council Adjourned Regular Meeting Minutes of June 4, 2024
- b) City Council Regular Meeting Minutes of June 4, 2024 (City Clerk Tamura).

**APPROVE**

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

**5. Financial Reports: [24-0213](#)**

- a) Schedule of Demands for May 2024
- b) Investment Portfolio for the Month April 30, 2024
- c) Financial Month End Report for April 30, 2024 (Finance Director Charelian).

**ACCEPT REPORTS AND DEMANDS**

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

**6. Declaration Proclaiming June 30, 2024, as Salute to the Troops Day. [24-0204](#)**

**PROCLAIM**

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

7. Consideration of Resolutions Calling and Giving Notice Pertaining to the November 5, 2024 General Municipal Election to be Conducted by the Los Angeles County Registrar - Recorder/County Clerk (City Clerk Tamura and City Attorney Barrow). [24-0158](#)

**ADOPT RESOLUTION NOS. 24-0058, 24-0059, AND 24-0060**

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

8. Consideration of a Resolution Declaring Intention to Provide for Annual Levy and Collection of Assessments for the Downtown Business Improvement District and Setting a Public Hearing for July 16, 2024 (Finance Director Charelian). [24-0044](#)

**A) ADOPT RESOLUTION NO. 24-0069**

**B) SCHEDULE PUBLIC HEARING DATE TO CONSIDER**

**ASSESSMENTS ON JULY 16, 2024**

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

9. Consideration of a Resolution Approving Amendment No. 3 to the Professional Services Agreement with History Associates Incorporated Which Adds Not-to-Exceed \$28,000 for Historic Archiving Services (Parks and Recreation Director Leyman). [24-0236](#)

**A) ADOPT RESOLUTION NO. 24-0076**

**B) ALLOCATE FUNDS**

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

10. Consideration of a Resolution Approving a Portal-to-Portal Compensation for the City of Manhattan Beach to Continue Portal-to-Portal Reimbursements from the California Office of Emergency Management (Fire Chief Lang). [24-0219](#)

**ADOPT RESOLUTION NO. 24-0070**

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

11. Consideration of a Resolution Approving Amendment No. 7 to the Landscaping Services Agreement with Merchants Landscape Services Inc. for an Additional Year of Landscaping Services at a Total Annual Cost Not-to-Exceed \$804,745 (Public Works Director Lee). [24-0156](#)

**ADOPT RESOLUTION NO. 24-0071**

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

12. Consideration of the Annual Water Supply and Demand Assessment Pursuant to Water Code Section 10635 (Public Works Director Lee). [24-0197](#)

**RECEIVE AND FILE ASSESSMENT**

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

13. Consideration of a Resolution Accepting a Right of Entry and Access Agreement for the Property at 1360 Voorhees Avenue for the Voorhees Sewer Lift Station Improvements Project (Public Works Director Lee). [24-0222](#)  
**A) ACCEPT AND AUTHORIZE**  
**B) ADOPT RESOLUTION NO. 24-0072**

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

14. Consideration of a Resolution Declaring an Intention to Adopt an Ordinance Granting an Extension of an Existing Franchise to Zenith Energy West Coast Terminals LLC and Setting the Public Hearing on the Adoption of the Ordinance for July 16, 2024 (Public Works Director Lee). [24-0190](#)  
**ADOPT RESOLUTION NO. 24-0077**

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

**I. ITEMS REMOVED FROM THE CONSENT CALENDAR**

*None.*

**J. PUBLIC HEARINGS**

- 15. Conduct Public Hearing and Consideration of a Resolution Providing for Annual Levy and Collection of Street Lighting and Landscaping District Maintenance Assessments for Fiscal Year 2024-2025 (Finance Director Charelian).

[24-0058](#)

*(Estimated Time: 15 Mins.)*

**A) CONDUCT PUBLIC HEARING**

**B) ADOPT RESOLUTION NO. 24-0073 PROVIDING FOR ANNUAL LEVY AND COLLECTION OF FISCAL YEAR 2024-2025 MAINTENANCE ASSESSMENTS**

*Finance Director Steve Charelian provided the staff presentation regarding the item.*

*Mayor Franklin opened the floor to the public hearing. The following individual(s) spoke:*

*Stefan Kampe*

*Seeing no further requests to speak, Mayor Franklin closed the public hearing.*

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

**A motion was made by Councilmember Lesser, seconded by Mayor Pro Tem Howorth, to adopt Resolution No. 24-0073, a resolution of the City Council of the City of Manhattan Beach, confirming a Diagram and Assessment for the 2024-2025 Fiscal Year, and ordering the improvements in connection with Manhattan Beach Landscaping and Street Lighting Maintenance District No. 99 pursuant to the provisions of Part 2 of Division 15 of the Streets and Highways Code. The motion carried by the following vote:**

**Aye:** 5 - Franklin, Howorth, Lesser, Montgomery and Napolitano

**Nay:** 0



16. Conduct Public Hearing and Consideration of a Resolution Regarding the Annual Storm Drain Service Fee for Fiscal Year 2024-2025 (Finance Director Charelian).

[24-0085](#)

(Estimated Time: 15 Mins.)

**A) CONDUCT PUBLIC HEARING**

**B) ADOPT RESOLUTION NO. 24-0074**

*Finance Director Steve Charelian provided the staff presentation regarding the item.*

*Mayor Franklin opened the floor to the public hearing.*

*Seeing no requests to speak, Mayor Franklin closed the public hearing.*

**A motion was made by Mayor Pro Tem Howorth, seconded by Councilmember Montgomery, to adopt Resolution No. 24-0074, a resolution of the City Council of the Manhattan Beach, approving a report in connection with the City's Storm Drain Service Charge and ordering that such charge be collected on the tax roll. The motion carried by the following vote:**

**Aye:** 5 - Franklin, Howorth, Lesser, Montgomery and Napolitano

**Nay:** 0

**K. GENERAL BUSINESS**

17. Consideration of a Resolution Rejecting All Bids Received for the Digital Art Wall at the Manhattan Beach City Hall Project and Provide Direction to Re-Bid the Project or Consider Project Alternatives (Public Works Director Lee).

[24-0160](#)

(Estimated Time: 15 Mins.)

**A) ADOPT RESOLUTION NO. 24-0075 REJECTING ALL BIDS RECEIVED****B) DISCUSS AND PROVIDE DIRECTION**

*Public Works Director Erick Lee introduced City Engineer Katie Doherty who provided the PowerPoint presentation and responded to City Council questions.*

*Mayor Franklin opened the floor to public comments.*

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

*The City Council provided direction to not continue with the Digital Art Wall at the Manhattan Beach City Hall.*

**A motion was made by Councilmember Montgomery, seconded by Mayor Pro Tem Howorth, to adopt Resolution No. 24-0075, a resolution of the Manhattan Beach City Council Rejecting All Bids for the Digital Art Wall at the Manhattan Beach City Hall Project. The motion carried by the following vote:**

**Aye:** 5 - Franklin, Howorth, Lesser, Montgomery and Napolitano

**Nay:** 0

18. Consideration of Options Related to the City's Utilization of the Board of Building Appeals (Community Development Director Mirzakhanian). [24-0126](#)

(Estimated Time: 15 Mins.)

**DISCUSS AND PROVIDE DIRECTION**

*Community Development Director Taly Mirzakhanian introduced Building Official Ryan Heise who provided the PowerPoint presentation.*

*Building Official Heise and City Attorney Quinn Barrow responded to City Council questions.*

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

*Stefan Kampe*

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

**A motion was made by Councilmember Napolitano, seconded by Mayor Franklin, to direct staff to not proceed with the item. The motion carried by the following vote:**

**Aye:** 5 - Franklin, Howorth, Lesser, Montgomery and Napolitano

**Nay:** 0

19. Consideration of Introducing and Conducting the First Reading of an Ordinance Requiring a Parking Permit for Oversized Vehicles (City Manager Moe).

[24-0159](#)

*(Estimated Time: 30 Mins.)*

**INTRODUCE ORDINANCE NO. 24-0006**

*City Manager Bruce Moe introduced Assistant to the City Manager George Gabriel who provided the staff presentation.*

*Community Development Director Talyn Mirzakhanian, Assistant to the City Manager Gabriel, City Attorney Quinn Barrow and City Traffic Engineer Erik Zandvliet responded to City Council questions.*

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

*Rita Crabtree-Kampe  
Heather Kim*

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

*The City Council directed staff to return 18-months after the program start date with data regarding its effectiveness.*

**A motion was made by Councilmember Montgomery, seconded by Mayor Franklin, to introduce Ordinance No. 24-0006, an ordinance of the City Council of the Manhattan Beach, Restating and Amending Manhattan Beach Municipal Code Chapter 14.46 regulating and requiring a parking permit for the parking of oversized vehicles and trailers. The motion carried by the following vote:**

**Aye:** 5 - Franklin, Howorth, Lesser, Montgomery and Napolitano

**Nay:** 0

**L. CITY COUNCIL REQUESTS AND REPORTS INCLUDING AB 1234 REPORTS**

20. City Council AB 1234 Reports. [24-0239](#)  
**RECEIVE AND FILE**

*None.*

21. Consideration of a Request by Councilmember Lesser and Mayor Pro Tem Howorth to Obtain a Third Vote to Enable the Council to Discuss Rear Yard Setback Regulations for Accessory Structures in Residential Single-Family (RS) Zones at a Future City Council Meeting (City Manager Moe). [24-0243](#)

**(Estimated Time: 5 Mins.)**

**DISCUSS AND PROVIDE DIRECTION**

*Councilmember Napolitano provided that he would be the third vote in order to have the item return on a future agenda.*

*Community Development Director Talyn Mirzakhianian responded to City Council questions.*

*The City Council directed staff to provide a comprehensive report regarding rear yard setback regulations for accessory structures in Residential Single-Family Zones.*

22. Consideration of a Request by Councilmember Montgomery and Mayor Pro Tem Howorth to Obtain a Third Vote to Enable the Council to Discuss Options for a Voluntary E-Bike Registration Program in the City at a Future City Council Meeting (City Manager Moe). [24-0244](#)

**(Estimated Time: 5 Mins.)**

**DISCUSS AND PROVIDE DIRECTION**

*Councilmember Lesser provided that he would be the third vote in order to have the item return on a future agenda.*

*The City Council directed staff to provide a comprehensive report regarding options for a voluntary E-Bike Registration Program in the City.*

23. Consideration of a Request by Mayor Franklin and Councilmember Montgomery to Obtain a Third Vote to Enable the Council to Discuss a Waiver of Fees Associated with a Use Permit Amendment Application and Code Enforcement Administrative Citations for Uncle Bill's Pancake House at a Future City Council Meeting (City Manager Moe). [24-0245](#)

*(Estimated Time: 5 Mins.)*

**DISCUSS AND PROVIDE DIRECTION**

*City Attorney Quinn Barrow and Community Development Director Talyn Mirzakhanian responded to City Council questions.*

*There was no third vote to proceed further with the request. However, the City Council directed staff to research developing a Minor Use Permit Amendment process for commercial property uses.*

**M. FUTURE AGENDA ITEMS**

*Councilmember Montgomery and Councilmember Lesser requested to agendize a discussion waiving the first appeal fee for a telecommunications tower when submitted by a resident.*

**N. CITY MANAGER REPORT**

*None.*

**O. CITY ATTORNEY REPORT**

*None.*

**P. INFORMATIONAL ITEMS**

24. Agenda Forecast (City Clerk Tamura). [24-0180](#)  
**INFORMATION ITEM ONLY**

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

25. Commission Minutes: [24-0181](#)  
This Item Contains Minutes of the following City Commission Meetings:

- a) Parks and Recreation Commission Meeting Minutes of March 25, 2024 (Parks and Recreation Director Leyman)
- b) Cultural Arts Commission Meeting Minutes of April 15, 2024 (Parks and Recreation Director Leyman)
- c) Library Commission Meeting Minutes of May 13, 2024 (Parks and Recreation Director Leyman).

**INFORMATION ITEM ONLY**

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

**Q. CLOSED SESSION**

*None.*

**R. ADJOURNMENT**

*At 8:29 PM, Mayor Franklin adjourned the meeting to 5:00 PM on July 2, 2024.*

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**Breana Contreras**  
**Recording Secretary**

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**Joe Franklin**  
**Mayor**

**ATTEST:**

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**Martha Alvarez**  
**Acting City Clerk**







**CITY OF MANHATTAN BEACH**

1400 Highland Avenue Manhattan Beach, CA 90266  
[www.manhattanbeach.gov](http://www.manhattanbeach.gov) • (310) 802-5000

# STAFF REPORT

**Agenda Date:** 7/2/2024

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**TO:**

Members of the City Council

**FROM:**

Mayor Franklin

**SUBJECT:**

Declaration of Proclamations for the Following:

- a) July 26, 2024, as the 25th Annual National System Administrators Appreciation Day
- b) July 2024, as Parks and Recreation Month

**PROCLAIM**

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The City of Manhattan Beach does hereby proclaim the following:

- a) July 26, 2024, as the 25th Annual National System Administrators Appreciation Day
- b) July 2024, as Parks and Recreation Month





**CITY OF MANHATTAN BEACH**

1400 Highland Avenue Manhattan Beach, CA 90266  
www.manhattanbeach.gov • (310) 802-5000

# STAFF REPORT

**Agenda Date:** 6/18/2024

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

George Gabriel, Assistant to the City Manager  
Patricia Matson, Management Analyst

**SUBJECT:**

Consideration of the Second Reading and Adoption of an Ordinance Amending and Restating Chapter 14.46 (On-Street Parking of Oversized Vehicles and Trailers) of the Manhattan Beach Municipal Code Regulating and Requiring a Parking Permit for the Parking of Oversized Vehicles and Trailers; and the Adoption of Associated Resolutions Establishing Fees and Fines (City Manager Bruce Moe).

**A) ADOPT ORDINANCE NO. 24-0006**

**B) ADOPT RESOLUTION NOS. 24-0035 AND 24-0036**

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**RECOMMENDATION:**

Staff recommends that the City Council:

- a) Waive further reading and adopt Ordinance No. 24-0006 to amend and restate Chapter 14.46 of the Manhattan Beach Municipal Code (MBMC) related to the on-street parking of oversized vehicles and trailers; and
- b) Adopt Resolution No. 24-0035 establishing fees for the permit program and Resolution No. 24-0036 establishing fines for violations.

**FISCAL IMPLICATIONS:**

There will be costs associated with the implementation of the permitting program detailed within the ordinance.

Signage will need to be placed at several locations around the perimeter of the affected area of the City prohibiting the parking of oversized vehicles or trailers without a permit. An additional 35 signs are currently in place around the perimeter of the City regarding the prohibition of detached trailers. Staff may have to replace this signage to ensure conformance with the ordinance. The cost to produce these signs is approximately \$30 per sign.

An additional fiscal consideration is the cost to manufacture the resident permits themselves, which is estimated at \$5.00 per permit. Staff time dedicated to the review of applications and issuance of permits has been incorporated into the proposed cost of the permit and is incorporated into the attachment associated with Resolution No. 24-0035.

**BACKGROUND:**

At the June 18, 2024 meeting, City Council received a report and voted 5-0 to introduce Ordinance No. 24-0006 to amend and restate MBMC Chapter 14.46 related to the on-street parking of oversized vehicles and trailers and establishes a parking permit program. The City Council directed staff to return 18 months after the implementation of the oversized vehicle parking permit program with data regarding its progress.

**DISCUSSION:**

The proposed amendments to MBMC Chapter 14.46 will establish a permit program for the temporary parking of oversized vehicles owned by residents or their guests on any street, alley, or highway, in the City, for a period not to exceed 72 hours. Permit exceptions are detailed within the ordinance (attached).

The adoption of this ordinance will follow the practices of our neighboring cities as they have varying types of oversized vehicle permit programs established.

Staff will return to the City Council 18 months after the implementation of the oversized vehicle parking permit program with data regarding its progress.

**CONCLUSION:**

With the City Council unanimously voting to introduce the ordinance on June 18, 2024, staff recommends that the City Council waive further reading and adopt Ordinance No. 24-0006 to amend and restate Chapter 14.46 of the MBMC and adopt associated Resolution No. 24-0035 establishing fees and Resolution No. 24-0036 establishing fines.

**PUBLIC OUTREACH:**

Staff will conduct significant outreach to notify the community regarding the new regulations and process for obtaining permits.

**ENVIRONMENTAL REVIEW:**

The City Council's adoption of a permitting program for oversized vehicles and trailers has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), the common sense exemption (formerly the "general rule") that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question can have a significant effect on the environment, the activity is not subject to CEQA, as is the case with the adoption of this permitting program.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved Ordinance No. 24-0006 as to form.

**ATTACHMENTS:**

1. Ordinance No. 24-0006
2. Resolution No. 24-0035
3. Resolution No. 24-0036

ORDINANCE NO. 24-0006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
MANHATTAN BEACH, CALIFORNIA, RESTATING AND  
AMENDING MANHATTAN BEACH MUNICIPAL CODE  
CHAPTER 14.46 REGULATING AND REQUIRING A  
PARKING PERMIT FOR THE PARKING OF OVERSIZED  
VEHICLES AND TRAILERS

THE MANHATTAN BEACH CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

Section 1.    Findings.

The City Council finds and determines as follows:

- A. After several public meetings with considerable study and public input, the Manhattan Beach City Council adopted Manhattan Beach Ordinance No. 2144 in 2011, amending the Manhattan Beach Municipal Code (“MBMC”) to add Chapter 14.46 to regulate oversized vehicles and trailers.
- B. Ordinance No. 2144 authorized, *inter alia*: (1) The Police Chief to designate areas where the stopping, parking or standing of oversized vehicles/trailers is prohibited adjacent to schools, parks, and community centers, or in such locations where such parking or standing is hazardous to the public health, safety or welfare; and (2) The Traffic Engineer to designate areas where the stopping, parking or standing of oversized vehicles/trailers is prohibited based upon traffic safety and parking restrictions.
- C. Even outside the designated areas, a large number of streets in the City of Manhattan Beach are very narrow and steep.
- D. Oversized vehicles, such as recreational vehicles and trailers, create a safety hazard by reducing visibility and travel lane width when parked on City streets.
- E. Oversized vehicles also present a significant burden on limited parking availability on streets since an oversized vehicle uses more curb length than a standard passenger vehicle parking space.
- F. It is therefore necessary and in the interest of the health, safety and welfare to amend the Manhattan Beach Municipal Code to add to existing regulations in Chapter 14.46 and require a parking permit for oversized vehicles.

Section 2.    The City Council hereby amends Manhattan Beach Municipal Code (MBMC”) Chapter 14.46 to read as follows:

“Chapter 14.46

ON-STREET PARKING OF OVERSIZED VEHICLES

Sections:

- 14.46.010 Definitions
- 14.46.020 City Permit Required for the Parking of Oversized Vehicles
- 14.46.030 Permit Exceptions
- 14.46.040 Oversized Vehicles - General Requirements
- 14.46.050 Oversized Vehicle Parking Permits for Resident Owned Vehicles
- 14.46.060 Guest Oversized Vehicle Parking Permits
- 14.46.070 Oversized Vehicle Hook-Ups
- 14.46.080 Restricted Oversized Vehicle Parking Areas
- 14.46.090 Permit Denial and Revocation
- 14.46.100 Violation of Chapter
- 14.46.110 Application of Chapter
- 14.46.120 Rules and Regulations

**14.46.010 Definitions.**

As used in this Chapter, the following terms have the following meanings:

**“Oversized Vehicle”:** any vehicle, as defined by California Vehicle Code Section 670, trailer, semitrailer, camp trailer (including tent trailers), unmounted camper, trailer bus, or trailer coach, as defined in California Vehicle Code Sections 242, 243, 550, 630, 635, and 636, respectively, a fifth-wheel travel trailer as defined in Vehicle Code Section 324, which, either on its own or in aggregate with an attachment, exceeds 22 feet in length, seven feet in width, or eight feet in height, exclusive of projecting lights or devices allowed by California Vehicle Code Sections 35109 and 35110.

**“Oversized Vehicle Parking Permit”:** a validly issued permit issued by the City to a resident to park the resident’s Oversized Vehicle.

**“Guest Oversized Vehicle Parking Permit”:** a validly issued permit issued by the City to a resident to permit an Oversized Vehicle to park for up to 72 hours.

**14.46.020 City Permit Required for Parking of Oversized Vehicles.**

No person who owns, leases or has possession, custody or control of any Oversized Vehicle shall stop, stand, park or leave standing an Oversized Vehicle at any time upon any public street, alley or highway, in the City, without a validly issued Oversized Vehicle Parking Permit or Guest Oversized Vehicle Parking Permit pursuant to this Chapter, unless allowed pursuant to any exception set forth in Section 14.46.030..

**14.46.030 Permit Exceptions.**

The following oversized vehicles may stop, park, or stand without an Oversized Vehicle Permit:

- A. Oversized Vehicles for which a street use or temporary encroachment permit has been issued in accordance with MBMC Chapters 7.36 or 7.40.
- B. Oversized Vehicles stopped, parked or left standing as a result of a mechanical breakdown but only to allow the performance of emergency repairs on the vehicle or to arrange for emergency repairs to be made, provided that all repairs are completed within eight hours of the mechanical breakdown. Emergency repairs shall be limited to repairs necessitated by sudden unforeseen events, such as a flat tire. Emergency repairs shall not include routine or normal maintenance or extensive mechanical repairs.
- C. Oversized Vehicles stopped, parked or left standing on any public street, alley or highway in the Coastal Zone.
- D. Commercial vehicles making pickups or delivery of goods, wares or merchandise, or while actively providing residential, commercial or construction services, subject to applicable regulations set forth in MBMC Chapters 7.36 and 7.40.
- E. Tow trucks and similar vehicles that are in the course of providing services.
- F. Public or utility vehicles and trailers that are in the course of providing services as set forth in MBMC Section 14.08.080.
- G. Any public emergency vehicle.
- H. Oversized Vehicles belonging to federal, state or local authorities that are temporarily parked within the City while the operator of the vehicle is conducting official business.
- I. Any vehicle stopped to avoid immediate conflict with other traffic or to comply with the directions of a police officer or official traffic control device.

**14.46.040 Oversized Vehicles - General Requirements.**

Oversized Vehicles must comply with all federal, state and city regulations, including but not limited to the following requirements and restrictions:

1. Pursuant to MBMC Section 14.36.060, no person shall park an Oversized Vehicle in the same location on a public street, alley or highway for a period exceeding 72 consecutive hours.
2. No person shall stop, stand, park or leave standing an Oversized Vehicle in any location prohibited by signage, other markings, or where it presents a traffic or safety concern to pedestrians or other drivers, as determined by the Police Department.
3. No person shall stop, stand, park or leave standing an Oversized Vehicle in any location designated pursuant to MBMC Section 14.46.080.
4. Operators of Oversized Vehicles shall pay any applicable parking meter charges while occupying a metered parking space.
5. No person shall park an Oversized Vehicle in more than one marked parking space.
6. Permit holders shall comply with any posted street sweeping restrictions.



**14.46.050 Oversized Vehicle Parking Permits for Resident Owned Vehicles.**

- A. Each City resident seeking an Oversized Vehicle Parking Permit shall file with the City a completed application, containing the following:
1. The name, address, phone number, and e-mail address of the registered owner of the oversized vehicle.
  2. The name, address, phone number, and e-mail address of the applicant for the permit, if different than the registered owner
  3. Proof that the applicant is a Manhattan Beach resident. Acceptable proof of residency must be current and must include either a California driver's license or California identification card and either a property tax bill, public utility bill, or a current residential rental or lease agreement.
  4. Proof of current vehicle registration from the California Department of Motor Vehicles, or equivalent agency in another state, for the oversized vehicle.
  5. The vehicle license number, license state, make, model, year, color, and vehicle length, width, and height.
  6. Payment of a permit fee, which shall be established by resolution of the City Council.
  7. Such other information as the City deems necessary for the administration or enforcement of this Chapter.
- B. The permit shall be displayed as required by the City so that it is clearly visible from the street.
- C. In no event will the City issue any household more than one Oversized Vehicle Parking Permit from October 1 – September 30 in any year.
- D. Oversized Vehicle Parking Permits issued by the City shall include the license plate number of the designated oversized vehicle, permit start date, permit expiration date and a designation that it is a resident permit.
- E. Oversized Vehicle Parking Permits will be valid for a maximum of one year, with an annual expiration date of September 30, and can be renewed annually.

**14.46.060 Guest Oversized Vehicle Parking Permits.**

- A. Each City resident seeking a Guest Parking Permit shall file with the City a completed application, containing the following:
1. The name, address, phone number, and e-mail address of the Manhattan Beach resident that is hosting the guest (if applicable).
  2. The name, address, phone number, and e-mail address of the applicant for the permit.
  3. The name, address, phone number, and e-mail address of the registered owner or renter of the designated Oversized Vehicle.
  4. Proof that the applicant is a Manhattan Beach resident. Acceptable proof of residency must be current and must include either a California driver's license or California identification card and either a property tax bill, public utility bill, or a current residential rental or lease agreement.
  5. Proof of current vehicle registration from the California Department of Motor Vehicles, or equivalent agency in another state, for the oversized vehicle.

6. The vehicle license number, license state, make, model, year, color, and vehicle length, width, and height.
  7. The dates for which the permit is requested.
  8. Payment of a permit fee, which shall be established by resolution of the City Council.
  9. Such other information as the City deems necessary for the administration or enforcement of this Chapter.
- B. Guest Oversized Vehicle Parking Permits are valid for 72 hours.
  - C. In no event will the City issue any household more than four Guest Oversized Vehicle Parking Permits in any 12-month period.
  - D. Parking permits shall be displayed as required by the City so that it is clearly visible from the street.
  - E. Guest Oversized Vehicle Parking Permits issued by the City shall include the license plate number of the designated Oversized Vehicle, permit issuance date, permit expiration date, and a designation that it is a guest permit.

#### **14.46.070 Oversized Vehicle Hook-Ups.**

No person shall run electrical cords, extension cords, hoses, cables, or other items across, above or on the public right of way, parkway, pathway, or sidewalk from any residential or commercial property to an Oversized Vehicle parked on a public street, alley or highway.

#### **14.46.080 Restricted Oversized Vehicle Areas.**

- A. The Police Chief or designee is authorized to designate areas where the stopping, parking or standing of an Oversized Vehicle is prohibited regardless of whether an Oversized Vehicle Parking Permit or Guest Oversized Vehicle Parking Permit is obtained as follows: (i) on any street, alley or highway adjacent to any private or public school, City park, or community center; or (ii) on any street, alley or highway where the stopping, parking or standing of an Oversized Vehicle would interfere with vehicular or pedestrian traffic or otherwise create a situation hazardous to the public health, safety or welfare.
- B. The Traffic Engineer or designee is authorized to designate areas where the stopping, parking or standing of an Oversized Vehicle is prohibited regardless of whether a permit is obtained as follows: (i) that portion of a city street within 25 feet of any intersection; or (ii) wherever the Traffic Engineer has caused lines or markings painted or otherwise designated upon the parkway, curb, sidewalk, roadway, driveway, parking lot, or street in such a manner as to identify individual parking spaces, if the parking of an Oversized Vehicle would cross any such line or marking, or occupy more than the single space designated by said markings.
- C. The Police Chief or Traffic Engineer, as applicable, shall place or cause to be placed signs on such streets, alleys or highways giving notice of the parking restriction as set forth in paragraphs A or B of this Section.
- D. When signs authorized by the provisions of this section are in place giving notice thereof, no person who owns, leases or has possession, custody or control of any Oversized Vehicle shall stop, stand, park or leave standing an Oversized Vehicle at any time upon any public street, alley or highway designated by the Chief of Police or

Traffic Engineer pursuant to paragraphs A and B of this Section regardless of whether a permit has been issued pursuant to Section 14.46.050 or Section 14.46.060 of this Chapter.

#### **14.46.090 Permit Denial and Revocation.**

The City may deny or revoke a permit or registration issued pursuant to this Chapter for any of the following:

- A. The applicant or the person whom the applicant is visiting is not a bona fide city resident;
- B. The out-of-town guest is not a guest of the resident;
- C. The applicant violates any provision of this Chapter or applicable state or federal law; or
- D. The information submitted by the applicant is materially false.

#### **14.46.100 Violation of Chapter**

- A. The violation of any of the provisions of this Chapter 14.46 is subject to a civil penalty, pursuant to California Vehicle Code Section 40200 *et seq.*, including exceptions thereunder, or unless otherwise indicated in this Section.
- B. It shall be unlawful for any person to: (1) forge, alter or counterfeit a permit issued pursuant to this Chapter; (2) display a fraudulent, forged, altered, or counterfeit permit issued pursuant to this Chapter; or (3) assign, transfer or use a permit issued pursuant to this Chapter for any consideration, monetary or otherwise. Violation of this subsection B is a misdemeanor, unless such violation is subsequently prosecuted as an infraction pursuant to MBMC Chapter 1.04.010.
- C. Pursuant to MBMC Chapter 1.06 the City may, *inter alia*, exercise the administrative remedy provided in that Chapter and issue an administrative citation for any violation of this Chapter.
- D. Oversized Vehicles stopped, parked or left standing on a public street, alley or highway in violation of this Chapter may be removed immediately pursuant to Vehicle Code Section 22651.

#### **14.46.110 Application of Chapter**

The regulations and restrictions on stopping, standing or parking in this Chapter will not relieve any person from the duty to observe other and more restrictive provisions of the California Vehicle Code or the MBMC prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

#### **14.46.120 Rules and Regulations**

The City Manager or designee is authorized and empowered to adopt rules and regulations to implement the provisions of this Chapter.”

Section 3. The City Council’s adoption of a permitting program for oversized vehicles and trailers has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), the common sense exemption (formerly the “general rule”) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question can have a significant effect on the environment, the activity is not subject to CEQA, as is the case with the adoption of this permitting program.

Section 4. INTERNAL CONSISTENCY. Any provisions of the Municipal Code, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance are hereby repealed, and the City Clerk shall make any necessary changes to the Municipal Code for internal consistency.

Section 5. SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or their application and, to this end, the provisions of this Ordinance are severable.

Section 6. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 7. The Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the 31st day after its passage.

ADOPTED on July 2, 2024.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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JOE FRANKLIN  
Mayor

ATTEST:

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LIZA TAMURA  
City Clerk

APPROVED AS TO FORM:

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QUINN M. BARROW  
City Attorney

RESOLUTION NO. 24-0035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MANHATTAN BEACH, CALIFORNIA, ESTABLISHING FEES  
RELATED TO THE PERMITTING FOR THE PARKING OF  
OVERSIZED VEHICLES

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES 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 good and services provided by the City.

SECTION 2. The City has analyzed the costs associated with the processing of applications for oversized vehicle parking permits as established in Manhattan Beach Municipal Code Chapter 14.46, On-Street Parking of Oversized Vehicles and Trailers. The analysis is set forth in Attachment A.

SECTION 3. 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 for which the fee is charged.

SECTION 4. The City Manager shall have the authority to interpret the provisions of this Resolution and Attachment A for purposes of resolving ambiguities.

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

ADOPTED on July 2, 2024.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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JOE FRANKLIN  
Mayor

ATTEST:

## ATTACHMENT A

### PERMIT FEES RELATED TO OVERSIZED VEHICLE PARKING

#### Resident Oversized Vehicle Parking Permit

Departments	Permit Process Detail	Anticipated Time
Community Development	Review of parking permit application to verify any potential parking impacts.	10 Minutes
Finance	Review of parking permit application and verify additional documentation.	10 Minutes
Finance	Issue physical parking permit to customer.	5 Minutes

- 10 Minutes at fully-burdened hourly rate for Administrative Analyst (\$150.18) = \$25.03
- 15 Minutes at fully burdened hourly rate for Revenue Services Specialist (\$143.03) = \$35.76
- City's cost to manufacture permit: \$5.00 per permit

**Permit fee: \$65.00**

#### Guest Oversized Vehicle Parking Permit

Departments	Permit Process Detail	Anticipated Time
Community Development	Review of parking permit application to verify any potential parking impacts.	10 Minutes
Finance	Review of parking permit application and verify additional documentation. <i>(Customer would print guest permit from home)</i>	10 Minutes

- 10 Minutes at fully-burdened hourly rate for Administrative Analyst (\$150.18) = \$25.03
- 10 Minutes at fully burdened hourly rate for Revenue Services Specialist (\$143.03) = \$23.84

**Permit fee: \$45.00**

RESOLUTION NO. 24-0036

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL AMENDING THE PENALTY SCHEDULE AND SPECIFYING FINES FOR PARKING VIOLATIONS OF OVERSIZED VEHICLES

Recitals

A. The City Council is authorized pursuant to Section 40203.5(a) of the California Vehicle Code to establish a schedule of parking penalties for parking violations.

B. Manhattan Beach Municipal Code Section 14.36.180, adopted on November 1, 2011, prohibits the parking of detached trailers and non-motorized vehicles on City streets.

C. Ordinance No. 24-0005 amends Chapter 14.46 regulating and requiring a parking permit for oversized vehicles.

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

SECTION 1. Pursuant to California Vehicle Code Section 40203.5, the City Council hereby establishes the following amount as the base penalty for the following parking violations:

<b>Classification</b>	<b>Description</b>	<b>Amount</b>
Parking Violation	Parking of non-motorized vehicles and trailers on City streets (§14.36.180)	\$149.00
Parking Violation	Parking in a restricted oversized vehicle area (§14.46.080)	\$149.00
Parking Violation	Parking of Oversized Vehicle without a Permit (§14.46.020)	\$53.00

SECTION 2. The parking citation penalty set forth in Section 1 above shall be subject to previously adopted state mandated surcharges, late fees and other similar charges that are added to the City's parking citations.

SECTION 3. Pursuant to Subsections B and C of MBMC Section 14.46.100, certain violations of Chapter 14.46 may be prosecuted as an infraction, misdemeanor, or administrative citation. The penalties for such violations shall be consistent with the penalties set forth in MBMC Sections 1.04.010 and 1.06.040 and Resolution No. 16-0057, but in no event shall such penalties exceed the maximum penalties permitted under State law.



Resolution No. 6331 amending the penalty schedule for parking violations is hereby repealed.

SECTION 4. This resolution shall take effect immediately upon adoption.

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

ADOPTED on July 2, 2024.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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JOE FRANKLIN  
Mayor

ATTEST:

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LIZA TAMURA  
City Clerk





## CITY OF MANHATTAN BEACH

1400 Highland Avenue Manhattan Beach, CA 90266  
www.manhattanbeach.gov • (310) 802-5000

# STAFF REPORT

**Agenda Date:** 7/2/2024

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Rachel Johnson, Chief of Police  
Christian Eichenlaub, Police Captain  
Julie Dahlgren, Senior Management Analyst

**SUBJECT:**

Consideration of a Five-Year Agreement with Axon Enterprises, Inc. for Body Worn Cameras, Digital Evidence Management, and Fusus Software and Hardware Integration in an Amount Not-to-Exceed \$955,537 (Police Chief Johnson).

- A) WAIVE FORMAL BIDDING**
  - B) ADOPT RESOLUTION NO. 24-0078**
- 

**RECOMMENDATION:**

Staff recommends that the City Council:

- a) Waive formal bidding per Municipal Code Section 2.36.140 (waivers); and
- b) Adopt Resolution No. 24-0078 approving a five-year agreement with Axon Enterprises, Inc. to provide body-worn cameras, digital evidence management, and Fusus software and hardware integration in an amount not to exceed \$955,537.

**FISCAL IMPLICATIONS:**

The cost of services in FY 2024-2025 is \$183,463. Sufficient funds are included in the Police Department's FY 2024-2025 budget and will be budgeted accordingly in future years.

**BACKGROUND:**

The Police Department began using body-worn camera technology in January 2016 and has been using Axon body-worn cameras and digital evidence management since February 2018. The use of body-worn cameras serves as an effective tool for law enforcement agencies to demonstrate commitment to transparency, ensure the accountability of its members, increase the public's trust in officers, and protect department members from unjustified complaints of misconduct. The typical lifespan for a body-worn camera is two and a half to three years. Replacement of body-worn cameras is critical to officer safety, accountability, and transparency. Our current agreement with Axon expires on July 14, 2024.

In June 2022, the City began using Fusus technology (acquired by Axon in January 2024) to aggregate

live video feed and investigative data from multiple City systems and sources into one convenient cloud-based location. By connecting small devices called Fusus Cores to existing camera systems, law enforcement can securely access video feeds from anywhere. Aggregating camera feeds into one location aids in intelligence gathering and developing investigative leads. The Cores eliminate the need for certain digital video recorders, provide efficiencies in video retrieval, and offer redundancy to video storage solutions.

**DISCUSSION:**

Staff recommends that the City Council authorize the City Manager to approve the five-year agreement with Axon Enterprises to provide hardware, implementation, and software licensing for body-worn cameras, digital evidence management, and the Fusus platform.

Under Municipal Code Section 2.36.140, City Council can waive purchasing procedures to fit a specific purchase when such waiver is not in violation of state law. The recommended purchase is not open to competitive bidding because of the unique nature of the goods and software services provided by Axon. Axon is the only provider of the Axon Body 4 Cameras, Evidence.com Data Management solution, and Fusus platform, which include the following characteristics.

**Axon Body 4 Camera & Dock**

- Video playback on mobile devices in the field
- Retina low light capability
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- Up to 2-minute buffering period to record footage before pressing record button
- 13+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 160-degree field of view
- Docking station which charges the camera and uploads data simultaneously

**Axon Evidence.com Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without the need for local storage infrastructure or IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or data leaving our agency's domain of control
- Controlled access to evidence
- Multi-factor password authentication
- Automated evidence retention policies assist with database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Independent security firms perform in-depth security and penetration testing
- Disaster-tolerant infrastructure with 4 redundant data centers in the United States
- Audit logs automatically track all system and user activity to show chain-of-custody. These logs cannot be edited or deleted, even by account administrators and IT staff
- Redact videos easily within the system, create tags, markers and clips, create cases for multiple evidence files
- Dedicated information security department that protects data with security monitoring, centralized event log analysis, threat and intrusion protection, and incident response capabilities

#### Fusus Platform

- Real-time video accessibility, compatible with over 1,000 camera and camera software manufacturers, including UAV and public safety video assets that may already be in use
- CJIS Compliant Cloud Based Management (AWS Gov Cloud)
- Policy-based sharing rules engine, including a complete chain of custody report of video access by user
- Real-Time Integration with the Computer Aided Dispatch Software (CAD) for automatic display of calls for service in relation to live and recorded video based on priority and type
- Apple iOS and Android App for Live and Recorded View and Sharing of Incident Video
- Encrypted and secure tunnel of user-selectable video feeds from video-sharing locations
- Auto-Discovery of all cameras on a network, user-selectable for sharing with the department's real-time crime interface, fūsusONE
- Plug and Play Setup by the video host locations, not requiring project management by the Department
- Interoperability with Existing IP Cameras and NVRs/Servers for items such as drone, license plate recognition, and fixed location video

This agreement will allow the Police Department to stay up to date with the latest in law enforcement technology to best serve our community. The agreement includes two Department-wide body-worn camera equipment refreshes, on-site spare units, and warranty coverage. There are other vendors who provide some of these product features and services independently, but no other vendor provides the entire suite of hardware, software, and services.

Staff recommends that the City Council waive formal bidding and adopt Resolution No. 24-0078 approving a five-year contract with Axon Enterprises, Inc. for body-worn cameras and digital evidence management with an estimated value of \$955,537. The City may cancel the contract at any time without cause.

#### **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 approved the agreement as to form.

#### **ATTACHMENTS:**

1. Resolution No. 24-0078
2. Agreement - Axon Enterprises, Inc.

RESOLUTION NO. 24-0078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND AXON ENTERPRISES, INC. FOR BODY-WORN CAMERAS, DIGITAL EVIDENCE MANAGEMENT, AND FUSUS SOFTWARE AND HARDWARE INTEGRATION

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 Axon Enterprises, Inc. dated July 15, 2024, for body-worn cameras, digital evidence management, and Fusus software and hardware integration services in the amount of \$955,537.

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

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

ADOPTED on July 2, 2024.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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JOSEPH FRANKLIN  
Mayor

ATTEST:

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LIZA TAMURA  
City Clerk



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

**Q-551246-45463.729KP**

Issued: 06/20/2024

Quote Expiration: 07/15/2024

Estimated Contract Start Date: 07/15/2024

Account Number: 107725

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Manhattan Beach Police Dept. - CA 420 15TH ST MANHATTAN BEACH, CA 90266-4607 USA	Manhattan Beach Police Dept. - CA 420 15TH ST MANHATTAN BEACH CA 90266-4607 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Mike Sweeney Phone: (310) 545-4566 Email: msweeney@citymb.info Fax:

**Quote Summary**

Program Length	65 Months
<b>TOTAL COST</b>	<b>\$941,672.78</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$955,536.09</b>

**Discount Summary**

Average Savings Per Year	\$63,021.80
<b>TOTAL SAVINGS</b>	<b>\$341,368.07</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Jul 2024	\$180,801.18	\$2,661.76	\$183,462.94
Jul 2025	\$190,217.90	\$2,800.38	\$193,018.28
Jul 2026	\$190,217.90	\$2,800.38	\$193,018.28
Jul 2027	\$190,217.90	\$2,800.38	\$193,018.28
Jul 2028	\$190,217.90	\$2,800.41	\$193,018.31
<b>Total</b>	<b>\$941,672.78</b>	<b>\$13,863.31</b>	<b>\$955,536.09</b>



Quote Unbundled Price: **\$1,283,040.85**  
 Quote List Price: **\$1,207,573.50**  
 Quote Subtotal: **\$941,672.78**

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCamTAP	Body Worn Camera TAP Bundle	102	60	\$41.54	\$33.80	\$27.39	\$167,626.80	\$11,542.55	\$179,169.35
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	60	\$73.05	\$36.07	\$36.07	\$30,298.80	\$2,320.76	\$32,619.56
M00016	BUNDLE - FUSUS BASIC	1	65	\$4,560.63	\$4,606.24	\$3,454.68	\$224,554.20	\$0.00	\$224,554.20
<b>A la Carte Hardware</b>									
101388	AXON RESPOND - FUSUSCORE - PRO 2.0 EXT 22TB HDD STORAGE	5			\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	90			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	12			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	14			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	80	5		\$10.00	\$10.00	\$4,000.00	\$0.00	\$4,000.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1652	5		\$0.60	\$0.60	\$4,956.00	\$0.00	\$4,956.00
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	68	5		\$15.00	\$15.00	\$5,100.00	\$0.00	\$5,100.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	28	5		\$40.00	\$40.00	\$5,600.00	\$0.00	\$5,600.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	102	60		\$10.85	\$10.85	\$66,402.00	\$0.00	\$66,402.00
101360	AXON RESPOND - FUSUSONE - ENTERPRISE SAAS EXPANSION	1	65		\$2,280.34	\$1,710.26	\$111,166.58	\$0.00	\$111,166.58
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	102	60		\$27.12	\$27.12	\$165,974.40	\$0.00	\$165,974.40
ProLicense	Pro License Bundle	30	60		\$43.40	\$43.33	\$77,994.00	\$0.00	\$77,994.00
BasicLicense	Basic License Bundle	80	60		\$16.27	\$16.25	\$78,000.00	\$0.00	\$78,000.00
<b>A la Carte Warranties</b>									
101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	5	53		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$941,672.78</b>	<b>\$13,863.31</b>	<b>\$955,536.09</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101388	AXON RESPOND - FUSUSCORE - PRO 2.0 EXT 22TB HDD STORAGE	5	1	07/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	90	1	11/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	12	1	11/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	11/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	99	1	11/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	14	1	11/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	99	1	11/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	14	1	11/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	14	1	11/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	14	1	11/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	14	1	11/15/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	14	1	05/15/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	105	1	05/15/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	14	1	11/15/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	105	1	11/15/2029

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS BASIC	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	07/15/2024	12/14/2029
A la Carte	101360	AXON RESPOND - FUSUSONE - ENTERPRISE SAAS EXPANSION	1	07/15/2024	12/14/2029
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	80	07/15/2024	12/14/2024
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1652	07/15/2024	12/14/2024
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	28	07/15/2024	12/14/2024
A la Carte	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	68	07/15/2024	12/14/2024
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	80	12/15/2024	12/14/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	80	12/15/2024	12/14/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	12/15/2024	12/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	12/15/2024	12/14/2029
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	102	12/15/2024	12/14/2029
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	102	12/15/2024	12/14/2029

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	5	07/15/2025	12/14/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	14	11/15/2025	12/14/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	102	11/15/2025	12/14/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	3	11/15/2025	12/14/2029

### Shipping Locations

Location Number	Street	City	State	Zip	Country
1	420 15TH ST	MANHATTAN BEACH	CA	90266-4607	USA

### Payment Details

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101360	AXON RESPOND - FUSUSONE - ENTERPRISE SAAS EXPANSION	1	\$21,343.98	\$0.00	\$21,343.98
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	80	\$768.00	\$0.00	\$768.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	102	\$12,749.18	\$0.00	\$12,749.18
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1652	\$951.55	\$0.00	\$951.55
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	102	\$31,867.08	\$0.00	\$31,867.08
Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	28	\$1,075.20	\$0.00	\$1,075.20
Year 1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	68	\$979.20	\$0.00	\$979.20
Year 1	BasicLicense	Basic License Bundle	80	\$14,976.00	\$0.00	\$14,976.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	\$5,817.37	\$445.59	\$6,262.96
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	102	\$32,184.35	\$2,216.17	\$34,400.52
Year 1	H00001	AB4 Camera Bundle	90	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	12	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	14	\$0.00	\$0.00	\$0.00
Year 1	M00016	BUNDLE - FUSUS BASIC	1	\$43,114.42	\$0.00	\$43,114.42
Year 1	ProLicense	Pro License Bundle	30	\$14,974.85	\$0.00	\$14,974.85
Invoice Upon Fulfillment	101388	AXON RESPOND - FUSUSCORE - PRO 2.0 EXT 22TB HDD STORAGE	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00016	BUNDLE - FUSUS BASIC	1	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$180,801.18</b>	<b>\$2,661.76</b>	<b>\$183,462.94</b>

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101360	AXON RESPOND - FUSUSONE - ENTERPRISE SAAS EXPANSION	1	\$22,455.65	\$0.00	\$22,455.65
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	80	\$808.00	\$0.00	\$808.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	102	\$13,413.20	\$0.00	\$13,413.20
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1652	\$1,001.11	\$0.00	\$1,001.11
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	102	\$33,526.83	\$0.00	\$33,526.83
Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	28	\$1,131.20	\$0.00	\$1,131.20
Year 2	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	68	\$1,030.20	\$0.00	\$1,030.20
Year 2	BasicLicense	Basic License Bundle	80	\$15,756.00	\$0.00	\$15,756.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	\$6,120.36	\$468.79	\$6,589.15
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	102	\$33,860.61	\$2,331.59	\$36,192.20
Year 2	H00001	AB4 Camera Bundle	90	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	12	\$0.00	\$0.00	\$0.00

<b>Jul 2025</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 2	H00002	AB4 Multi Bay Dock Bundle	14	\$0.00	\$0.00	\$0.00
Year 2	M00016	BUNDLE - FUSUS BASIC	1	\$45,359.95	\$0.00	\$45,359.95
Year 2	ProLicense	Pro License Bundle	30	\$15,754.79	\$0.00	\$15,754.79
<b>Total</b>				<b>\$190,217.90</b>	<b>\$2,800.38</b>	<b>\$193,018.28</b>

<b>Jul 2026</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 3	101360	AXON RESPOND - FUSUSONE - ENTERPRISE SAAS EXPANSION	1	\$22,455.65	\$0.00	\$22,455.65
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	80	\$808.00	\$0.00	\$808.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	102	\$13,413.20	\$0.00	\$13,413.20
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1652	\$1,001.11	\$0.00	\$1,001.11
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	102	\$33,526.83	\$0.00	\$33,526.83
Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	28	\$1,131.20	\$0.00	\$1,131.20
Year 3	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	68	\$1,030.20	\$0.00	\$1,030.20
Year 3	BasicLicense	Basic License Bundle	80	\$15,756.00	\$0.00	\$15,756.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	\$6,120.36	\$468.79	\$6,589.15
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	102	\$33,860.61	\$2,331.59	\$36,192.20
Year 3	H00001	AB4 Camera Bundle	90	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	12	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	14	\$0.00	\$0.00	\$0.00
Year 3	M00016	BUNDLE - FUSUS BASIC	1	\$45,359.95	\$0.00	\$45,359.95
Year 3	ProLicense	Pro License Bundle	30	\$15,754.79	\$0.00	\$15,754.79
<b>Total</b>				<b>\$190,217.90</b>	<b>\$2,800.38</b>	<b>\$193,018.28</b>

<b>Jul 2027</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 4	101360	AXON RESPOND - FUSUSONE - ENTERPRISE SAAS EXPANSION	1	\$22,455.65	\$0.00	\$22,455.65
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	80	\$808.00	\$0.00	\$808.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	102	\$13,413.20	\$0.00	\$13,413.20
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1652	\$1,001.11	\$0.00	\$1,001.11
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	102	\$33,526.83	\$0.00	\$33,526.83
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	28	\$1,131.20	\$0.00	\$1,131.20
Year 4	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	68	\$1,030.20	\$0.00	\$1,030.20
Year 4	BasicLicense	Basic License Bundle	80	\$15,756.00	\$0.00	\$15,756.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	\$6,120.36	\$468.79	\$6,589.15
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	102	\$33,860.61	\$2,331.59	\$36,192.20
Year 4	H00001	AB4 Camera Bundle	90	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	12	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	14	\$0.00	\$0.00	\$0.00
Year 4	M00016	BUNDLE - FUSUS BASIC	1	\$45,359.95	\$0.00	\$45,359.95
Year 4	ProLicense	Pro License Bundle	30	\$15,754.79	\$0.00	\$15,754.79
<b>Total</b>				<b>\$190,217.90</b>	<b>\$2,800.38</b>	<b>\$193,018.28</b>

<b>Jul 2028</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	101360	AXON RESPOND - FUSUSONE - ENTERPRISE SAAS EXPANSION	1	\$22,455.65	\$0.00	\$22,455.65
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	80	\$808.00	\$0.00	\$808.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	102	\$13,413.20	\$0.00	\$13,413.20
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1652	\$1,001.11	\$0.00	\$1,001.11
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	102	\$33,526.83	\$0.00	\$33,526.83

<b>Jul 2028</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	28	\$1,131.20	\$0.00	\$1,131.20
Year 5	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	68	\$1,030.20	\$0.00	\$1,030.20
Year 5	BasicLicense	Basic License Bundle	80	\$15,756.00	\$0.00	\$15,756.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	14	\$6,120.36	\$468.80	\$6,589.16
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	102	\$33,860.61	\$2,331.61	\$36,192.22
Year 5	H00001	AB4 Camera Bundle	90	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	12	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	14	\$0.00	\$0.00	\$0.00
Year 5	M00016	BUNDLE - FUSUS BASIC	1	\$45,359.95	\$0.00	\$45,359.95
Year 5	ProLicense	Pro License Bundle	30	\$15,754.79	\$0.00	\$15,754.79
<b>Total</b>				<b>\$190,217.90</b>	<b>\$2,800.41</b>	<b>\$193,018.31</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

# Exceptions to Standard Terms and Conditions

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #00022256. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

ATTEST:

By: \_\_\_\_\_  
Name: Bruce Moe  
Title: City Manager

\_\_\_\_\_ Date Signed

6/20/2024

By: \_\_\_\_\_  
Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
By: Quinn Barrow, City Attorney  
C24C6E263545445... 6/26/2024  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:  
By: Steve S Charelian, Finance Director  
3801E6D7E4124E9... 6/25/2024  
Name: Steve S. Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:  
By: Rachel Johnson, Police Chief  
6460B2E997E640A... 6/25/2024  
Name: Rachel Johnson  
Title: Chief of Police









**CITY OF MANHATTAN BEACH**

1400 Highland Avenue Manhattan Beach, CA 90266  
www.manhattanbeach.gov • (310) 802-5000

# STAFF REPORT

**Agenda Date:** 7/2/2024

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Erick Lee, Public Works Director  
Katherine Doherty, City Engineer  
Gilbert Gamboa, Principal Civil Engineer  
Tikneshea Hicks, Management Analyst

**SUBJECT:**

Consideration of a Resolution Nunc Pro Tunc Correcting Clerical Errors Related to a Construction Agreement with EBS General Engineering, Inc. for the Community Development Block Grant (CDBG) Cycle 3 Americans with Disabilities Act (ADA) Curb Ramp Project for \$193,633, Including Contingency (Public Works Director Lee).

**ADOPT RESOLUTION NUNC PRO TUNC NO. 24-0079**

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**RECOMMENDATION:**

Staff recommends that City Council:

1. Adopt Resolution Nunc Pro Tunc No. 24-0079 correcting clerical errors related to:
  - a. Awarding a construction agreement to EBS General Engineering, Inc. for the CDBG Cycle 3 ADA Curb Ramp Project in the amount of \$176,030; and
  - b. Authorizing the City Manager to execute the agreement and authorize the City Manager and/or his or her designee to approve extra work up to \$17,603.

**FISCAL IMPLICATIONS:**

Sufficient funds of \$193,633 are currently available for the agreement, including contingency, within the Grants and Other Outside Funds in the 5-Year Capital Improvement Program (CIP) Plan. This Project is funded by the CDBG Program. A Budget and Expenditures Summary Report is attached.

**BACKGROUND:**

The City of Manhattan Beach has participated in the Los Angeles Urban County CDBG Program, implemented by the Los Angeles County Community Development Commission (LACDC), for the past 20 years. On April 15, 2014, the City Council approved the current Participating City Cooperation Agreement in the Los Angeles Urban County CDBG Program.

On June 6, 2023, the City Council authorized the expenditure of the CDBG funds for the construction of accessible curb ramps consistent with the approved Fiscal Year 2024 through 2028 CIP Plan. The project will improve existing access ramps to comply with the latest ADA standards along routes to schools.

On May 7, 2024, the CDBG Cycle 3 ADA Curb Ramp Project construction agreement was awarded by City Council to the low bidder, EBS General Engineering, Inc. The scope of work includes the installation of 10 ADA-compliant concrete curb ramps located in residential areas at the intersections of Rowell Avenue and 8th Street and on Prospect Avenue at both Shelley and Tennyson Streets. The proposed ramps located on Prospect Avenue (one block west of Mira Costa High School) are designed to improve accessibility and pedestrian safety adjacent to schools.

Bids for the CDBG Cycle 3 ADA Curb Ramp Project (Bid No. E1292-24C) were solicited on a competitive basis under the provisions of the California Public Contract Code in March 2024. The Project was advertised in the City’s publisher of record (The Beach Reporter), on the City of Manhattan Beach Public Works Department Bid Opportunities webpage, and on the City’s Bid Portal with PlanetBids (an online service that connects vendors, suppliers, and contractors to government procurement opportunities).

Five bids were received and opened on April 9, 2024. The lowest bid was determined by comparing the total bid price of all Base Bid items and Additive Alternate Bid items. In accordance with the Public Contract Code Section 20103.8, the bids ranged from a low bid of \$351,696 to the highest bid of \$571,497 as follows:

<b><u>Contractor</u></b>	<b><u>Calculated Total Bid Amount</u></b>
EBS General Engineering, Inc.	\$351,696.00
Vido Samarzich, Inc.	\$367,850.00
IE General Engineering, Inc.	\$389,142.50
Toro Enterprises, Inc.	\$432,856.63
Gentry General Engineering, Inc.	\$571,497.00

All bids were analyzed for arithmetical errors, completeness, accuracy, etc. EBS General Engineering, Inc.’s bid, contractor’s license, and references were reviewed by staff and found to be responsive. Representatives of agencies where work has been performed by EBS General Engineering, Inc. have indicated that the work performed was comparable to the Project scope of work and to their satisfaction. In addition, prior successfully completed projects for the City indicate that EBS General Engineering, Inc. has the knowledge and capability to complete the work in accordance with the plans and specifications. The current project was discussed with representatives of the firm, and they expressed confidence in their bid and a desire to perform the work in a timely and acceptable manner.

**DISCUSSION:**

The construction agreement awarded by City Council on May 7, 2024 was in the amount of \$175,666, representing the amount of the Additive Alternate Bid schedule. The correct construction agreement award amount should have been \$176,030 for the Base Bid schedule. Staff intends to move forward with the Base Bid schedule scope of work described in both this report and the May 7, 2024 report. The items identified in the Additive Alternate Bid schedule may be recommended for awarded at a later time as budget allows. The construction contingency amount is adjusted accordingly to a 10% contingency of \$17,603.

Additionally, the Calculated Total Bid Amount shown in the May 7, 2024 report again identified the Additive Alternate Bid schedule only. The table above is corrected to show the Base Bid items and Additive Alternate Bid items. Despite the clerical error, the lowest responsive bidder remains the same.

Staff recommends that the City Council adopt Resolution Nunc Pro Tunc No. 24-0079 to correct clerical errors related to awarding a contract the amount of \$176,030 for the Base Bid schedule to EBS General Engineering, Inc. for the CDBG Cycle 3 ADA Curb Ramp Project, and approve that the City Manager and/or his or her designee be authorized to approve change orders for up to \$17,603 for additional work.

Construction is anticipated to start in Summer 2024 and be completed by the Fall of 2024. Allowable construction hours will be from 7:30 AM to 4:30 PM, Monday through Friday.

**PUBLIC OUTREACH:**

A Public Hearing was conducted on November 15, 2022, authorizing the allocation of CDBG funds for the project. To comply with federal requirements pertaining to citizen participation and public outreach, the Public Hearing Notice was posted on October 27, 2022, and November 3, 2022, in The Beach Reporter and on the bulletin boards at City Hall, Joslyn Community Center, and Manhattan Heights on October 24, 2022. The Manhattan Beach Unified School District was also notified of the upcoming improvements and will continue to be updated via email and with information posted on the City's website. Once the construction phase begins, public outreach will include an initial project construction notice mailed to nearby residents and periodic updates on construction milestones on the City's website.

**ENVIRONMENTAL REVIEW:**

The proposed project was evaluated for compliance with the California Environmental Quality Act (CEQA), and a determination was made that the project qualified for a Categorical Exemption pursuant to Section 15301(c) of the State CEQA Guidelines (the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; including existing highways, streets, or sidewalks). There are no features that distinguish this project from others in the exempt class; therefore, there are no unusual circumstances.

**LEGAL REVIEW:**

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

**ATTACHMENTS:**

1. Resolution Nunc Pro Tunc No. 24-0079
2. Agreement - EBS General Engineering, Inc.
3. Budget and Expenditures Summary Report
4. Staff Report - May 7, 2024
5. Location Map

RESOLUTION NUNC PRO TUNC NO. 24-0079

A RESOLUTION NUNC PRO TUNC OF THE MANHATTAN BEACH CITY COUNCIL CORRECTING THE AWARD AMOUNT AND CONTINGENCY IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CYCLE 3 AMERICANS WITH DISABILITIES ACT (ADA) CURB RAMP CONSTRUCTION PROJECT AGREEMENT

RECITALS

A. On May 7, 2024, the Manhattan Beach City Council adopted Resolution 24-0041, approving an agreement (“Agreement”) between the City of Manhattan Beach and EBS General Engineering, Inc. for the Community Development Block Grant (CDBG) Cycle 3 Americans with Disabilities Act (ADA) Curb Ramp Project.

B. Due to clerical error, the award and contingency amounts in the Agreement, as well as the corresponding amounts in Resolution 24-0041, are incorrect.

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

SECTION 1. The Agreement is hereby edited to reflect the correct award of \$176,030 and the contingency fee of \$17,603.

SECTION 2. The City Council hereby amends Section 1 and Section 3 of Resolution 24-0041 by inserting the following correct amounts:

1. \$176,030 into Section 1; and
2. \$17,603 into Section 3.

SECTION 3. The City Council hereby approves the additional amounts.

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

ADOPTED on July 2, 2024.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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JOE FRANKLIN  
Mayor

ATTEST:

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LIZA TAMURA  
City Clerk

**CONTRACT**  
**CITY OF MANHATTAN BEACH CONTRACT FOR**  
**CYCLE 3 ADA CURB RAMP PROJECT**

THIS CONTRACT ("Contract") is made and entered this 2<sup>nd</sup> day of July 2024 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and EBS GENERAL ENGINEERING, INC., a California corporation ("Contractor"). The Contractor's California State Contractor's license number is 720016.

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

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

2. Scope of Services. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as the Cycle 3 ADA Curb Ramp Project ("Project"), as described in the Contract Documents.

3. Compensation.

3.1 Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is \$176,030.00 ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the Engineer.

3.2 Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications, as modified by Section 7 of the General Provisions.

4. Contract Time.

4.1 Initial Notice to Proceed. The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of 20 Working Days. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements and order materials within 10 days after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submitting and obtaining approval of Baseline Schedule
- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining approved Permits from all applicable agencies
- Obtaining a Temporary Use Permit for a construction yard, if applicable
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents
- Submitting and obtaining approval of a Project Staffing List with contact information and a Project Emergency Contact List.

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

5. Liquidated Damages for Delay and Control of Work.

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

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

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

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

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

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

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

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

12. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated



Contract between the City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

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

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

CITY:

City of Manhattan Beach,  
a California municipal corporation

CONTRACTOR:

EBS General Engineering,  
a California corporation

By: \_\_\_\_\_  
Name: Bruce Moe  
Title: City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Liza Tamura  
Title: City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: \_\_\_\_\_  
Name: Steve S. Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Name: Erick Lee  
Title: Public Works Director

**Community Development Block Grant (CDBG) Cycle 3 Americans with Disabilities Act (ADA) Curb Ramp Project**

**Budget and Expenditures Summary**

<b>BUDGET</b>	
CDBG Cycle 3 ADA Curb Ramp Project	\$200,000
<b>TOTAL BUDGET</b>	<b>\$200,000</b>

<b>EXPENDITURES</b>	
Construction Agreement Award for CDBG Cycle 3 ADA Curb Ramp Project – EBS General Engineering, Inc.	\$176,030
Contingency for Unforeseen Conditions (10%)	\$17,603
<b>TOTAL EXPENDITURES</b>	<b>\$193,633</b>

[Legislation](#)[Calendar](#)[City Council Assignments](#)[Elected Officials](#)[All Meeting Archives](#)[Details](#)[Reports](#)

File #: 24-0142 Version: 1

Type: Consent - Staff Report

Status: Agenda Ready

In control: [City Council Regular Meeting](#)

On agenda: 5/7/2024

Final action: 5/7/2024

Title: Consideration of a Resolution Awarding a Construction Agreement to EBS General Engineering, Inc. for the Community Development Block Grant (CDBG) Cycle 3 Americans with Disabilities Act (ADA) Curb Ramp Project for \$175,666, Including Contingency; and Adoption of a Determination of Exemption Pursuant to Section 15301(c) of the State CEQA Guidelines (Public Works Director Lee). ADOPT RESOLUTION NO. 24-0041

Attachments: 1. [Resolution No. 24-0041](#), 2. [Agreement - EBS General Engineering, Inc.](#), 3. [Plans and Specifications \(Web-Link Provided\)](#), 4. [Budget and Expenditures Summary Report](#), 5. [Location Map](#)

[History \(1\)](#)[Text](#)**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Erick Lee, Public Works Director  
 Katherine Doherty, City Engineer  
 Tim Birthisel, Senior Civil Engineer

**SUBJECT: Title**

Consideration of a Resolution Awarding a Construction Agreement to EBS General Engineering, Inc. for the Community Development Block Grant (CDBG) Cycle 3 Americans with Disabilities Act (ADA) Curb Ramp Project for \$175,666, Including Contingency; and Adoption of a Determination of Exemption Pursuant to Section 15301(c) of the State CEQA Guidelines (Public Works Director Lee).

**ADOPT RESOLUTION NO. 24-0041**

Line

**Recommended Action****RECOMMENDATION:**

Staff recommends that City Council:

- A. Consider Adopting Resolution No. 24-0041:
1. Awarding a construction agreement to EBS General Engineering, Inc. for the CDBG Cycle 3 ADA Curb Ramp Project in the amount of \$175,666; and
  2. Approving the Plans and Specifications for the Project; and

3. Authorizing the City Manager to execute the agreement and authorizing the City Manager and/or his or her designee to approve extra work up to \$24,200.

### **FISCAL IMPLICATIONS:**

Sufficient funds of \$175,666 are currently available for the agreement within the Capital Improvement Program (CIP) Fund. This Project is funded by the Community Development Block Grant (CDBG) Program. A Budget and Expenditures Summary Report is attached.

### **BACKGROUND:**

The City of Manhattan Beach has participated in the Los Angeles Urban County CDBG Program, implemented by the Los Angeles County Community Development Commission (LACDC), for the past 20 years. On April 15, 2014, the City Council approved the current Participating City Cooperation Agreement in the Los Angeles Urban County CDBG Program. On June 6, 2023, the City Council authorized expenditure of the CDBG funds for construction of accessible curb ramps consistent with the approved Fiscal Year 2024 through 2028 CIP Plan. The project will improve existing access ramps to be in compliance with the latest ADA standards along routes to schools.

### **DISCUSSION:**

The scope of work includes the installation of 10 ADA-compliant curb ramps located in residential areas at the intersections of Rowell Avenue and 8th Street and on Prospect Avenue at both Shelley Street and Tennyson Street. In regards to the ramps located on Prospect Avenue (one block west of Mira Costa High School), the upgrades are designed to improve accessibility and pedestrian safety adjacent to schools.

The Project was advertised for bid on March 14, 2024 in the City's publisher of record (The Beach Reporter) and was listed on the City's website and PlanetBids (an online service that connects vendors, suppliers and contractors to government procurement opportunities). The project was advertised under the title Cycle 3 ADA Curb Ramp Project. Five (5) bids were received and opened on April 9, 2024.

<b><u>Contractor</u></b>	<b><u>Calculated Total Bid Amount</u></b>
EBS General Engineering, Inc.	\$175,666.00
Vido Samarzich, Inc.	\$188,950.00
IE Engineering, Inc.	\$191,466.50
Toro Enterprises, Inc.	\$197,862.79
Gentry General Engineering, Inc.	\$278,447.00

All packets were analyzed for arithmetical errors, completeness, accuracy, etc. Staff reviewed the bid, contractor's license, and references for the apparent low bidder, EBS General Engineering, Inc. Staff review determined the bid and license were in order. References and prior successfully completed projects for the City indicate that EBS General Engineering, Inc. has the knowledge and capability to complete the work in accordance with the plans and specifications.

Therefore, staff recommends that the City Council award a construction agreement to EBS General Engineering, Inc. for \$175,666 and that the City Manager and/or his or her designee be authorized to approve change orders for up to \$24,200 (14%) for additional work. The work is estimated to be completed in approximately three months once it commences in the summer of 2024.

### **PUBLIC OUTREACH:**

A Public Hearing was conducted on November 15, 2022 authorizing the allocation of CDBG funds for the project. In order to comply with federal requirements pertaining to citizen participation and public outreach, the Public Hearing Notice was posted on October 27, 2022 and November 3, 2022 in The Beach Reporter and on the bulletin

boards at City Hall, Joslyn Community Center, and Manhattan Heights on October 24, 2022. The Manhattan Beach Unified School District was also notified of the upcoming improvements and will continue to be updated via email and with information posted on the City's website. Once the construction phase begins, public outreach will include an initial project construction notice mailed to nearby residents and periodic updates at construction milestones on the City website.

**ENVIRONMENTAL REVIEW:**

The proposed project was evaluated for compliance with the California Environmental Quality Act (CEQA), and a determination was made that the project qualified for a Categorical Exemption pursuant to Section 15301(c) of the State CEQA Guidelines (the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; including existing highways, streets, or sidewalks). There are no features that distinguish this project from others in the exempt class; therefore, there are no unusual circumstances.

**LEGAL REVIEW:**

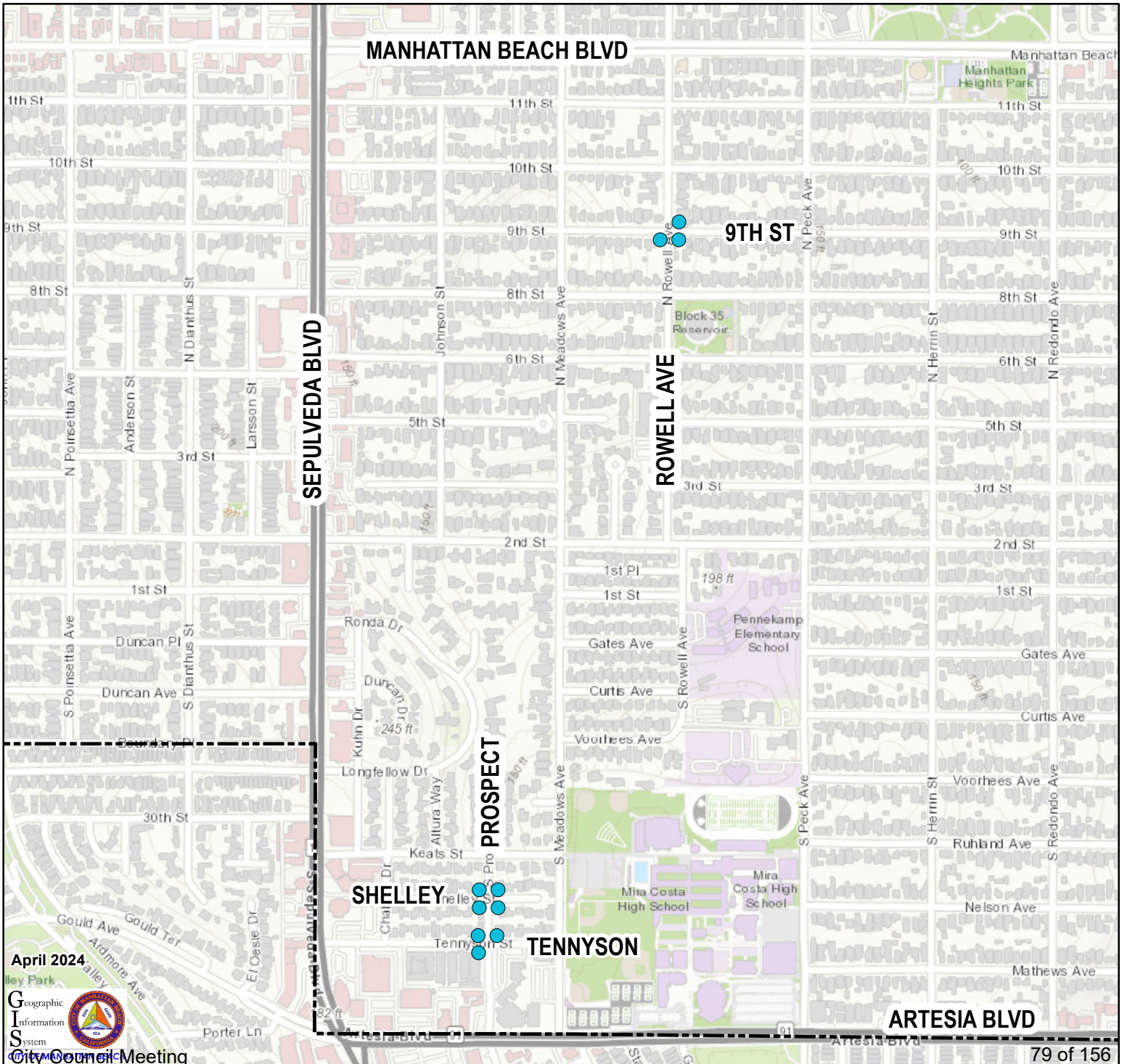
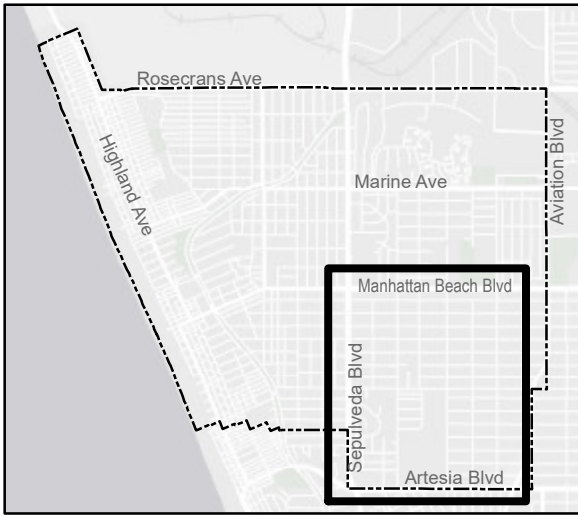
The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

**ATTACHMENTS:**

1. Resolution No. 24-0041
2. Agreement - EBS General Engineering, Inc.
3. Plans and Specifications (Web-Link Provided)
4. Budget and Expenditures Summary Report
5. Location Map

City of Manhattan Beach

# CDBG Cycle 3 Curb Ramp Construction Project



April 2024



City Council Meeting

July 2, 2024







**CITY OF MANHATTAN BEACH**

1400 Highland Avenue Manhattan Beach, CA 90266  
www.manhattanbeach.gov • (310) 802-5000

# STAFF REPORT

**Agenda Date:** 7/2/2024

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

George Gabriel, Assistant to the City Manager

**SUBJECT:**

Consideration of a Resolution Approving an Agreement with the Chamber of Commerce in the Amount of \$67,300 for North Manhattan Beach Business Improvement District Management and Executive Coordination Services Until a Non-Profit Corporation is Established (City Manager Moe).

*(Estimated Time: 15 Mins.)*

**A) ADOPT RESOLUTION NO. 24-0080**

**B) APPROPRIATE FUNDS**

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**RECOMMENDATION:**

Staff recommends that the City Council:

1. Adopt Resolution No. 24-0080 approving a pilot agreement with the Chamber of Commerce in the amount of \$67,300 for North Manhattan Beach Business Improvement District (NMB BID) management and executive coordination services until a non-profit corporation is established.
2. Appropriate \$67,300 from the NMB BID's balance within the Parking Fund and adjust corresponding revenues.

**FISCAL IMPLICATIONS:**

The North Manhattan Beach Business Improvement District is funded through an 80% surcharge to the business license tax paid by those businesses located within the district, not to exceed \$500 annually. At the current rate, the assessments total approximately \$25,000 per year and are held separately within the Parking Fund. Should the City Council authorize the expenditures for this pilot agreement, an appropriation of \$67,300 is required from the Parking Fund. Budgeted revenues will be adjusted by the same amount, corresponding to a deduction from the NMB BID's assessment balance.

**BACKGROUND:**

In January 2004, the City Council dissolved the North End Business Improvement District, which was formed in 1969 under the State's Parking and Business Improvement District Act of 1965. The BID was limited in scope and was mainly responsible for addressing parking acquisition and construction. Because opportunity for acquiring additional parking in the North End is limited, business district members wanted to use the funds for other types of activities, such as physical improvements, beautification, signage, marketing, and promotion. To accommodate this request, City Council dissolved the 1969 Business Improvement District and created the current Business Improvement District using the broader 1989 BID Act.

At the July 5, 2023, meeting, the City Council adopted Resolution No. 23-0085 approving a pilot agreement with the Chamber of Commerce in the amount of \$67,300 for North Manhattan Beach Business Improvement District management and executive coordination services. Additionally, the Council appropriated \$67,300 from the NMB BID's balance within the Parking Fund and adjusted corresponding revenues.

At the April 2, 2024, meeting, City Council approved the following actions:

- Conceptual plan of transitioning ongoing management of the North Manhattan Beach Business Improvement District to a non-profit and executing a future agreement with the non-profit to provide services to the business improvement district; and
- Authorized and appropriated \$10,000 from the Parking Fund for developing or utilizing an existing non-profit to manage the North Manhattan Beach Business Improvement District activities and initiatives.

**DISCUSSION:**

At the February 20, 2024, meeting, City Council conducted a public hearing and approved the 2024 Activity Plan for the NMB BID. Initiatives in the Activity Plan included: Soliciting professional services to manage and administer Advisory Board priorities and responsibilities identified in the Activity Plan including contracting for Executive Coordinator and Social Media Coordinator positions.

This initiative was identified in the Activity Plan as a priority for multiple reasons that include:

1. The NMB BID executed a pilot agreement with the Chamber last year and indicated a willingness to continue with the Chamber's services at the June North MB BID meeting. In prior years, multiple independent contractors were utilized to provide management, executive coordination and social media services for the District. Following turnover with both the Executive and Social Media Coordinator positions, the NMB BID indicated a need for consistent and additional resources to coordinate efforts.
2. As identified in the Activity Plan, the NMB BID continues to explore the feasibility of becoming a professional non-profit association similar to the Downtown Manhattan Beach Business Professional Association (DBPA). As such, this will be a significant undertaking that needs contract staff available to continue the efforts of establishing a non-profit corporation.
3. The NMB BID's Holiday Stroll continues to be a successful annual event but needs personnel to staff it and ensure it runs smoothly. Contracting for personnel to execute the event is essential for its success. This personnel will also enhance the event where possible.

In the proposal and attached agreement, the Chamber of Commerce will be responsible for:

- Providing personnel to serve as Executive Coordinator(s) (“EC”);
- Supervising and managing of the EC’s responsibilities;
- Managing BID activities (events, meetings, etc.);
- Providing social-media/website coordination and management services; and
- Executing 2024 Activity Plan Items as directed by the BID Advisory Board.

Following discussion at the June 10, 2024, Advisory Board meeting, the Board recommended moving forward with a new agreement with the Manhattan Beach Chamber of Commerce in an amount not to exceed \$67,300 for management and executive coordination services. However, given the effort to establish a non-profit corporation, the North MB BID indicated that the agreement may not last the entirety of the proposed contract end date of July 2025, as efforts are underway to establish the non-profit organization and should be finalized in the coming months.

Therefore, the BID indicated that, at the very least, the agreement should run until January 2025 to ensure a successful Holiday Stroll event. Thereafter, language should be included in the contract that provides flexibility to the NMB BID to terminate the agreement so the newly established North MB non-profit corporation can determine the needs of the business owners going forward. Consistent with BID direction, staff included a five-day notice provision to terminate the agreement if necessary.

**CONCLUSION:**

Staff recommends that the City Council:

1. Adopt Resolution No. 24-0080 approving a pilot agreement with the Chamber of Commerce in the amount of \$67,300 for North Manhattan Beach Business Improvement District management and executive coordination services until a non-profit corporation is established .
2. Appropriate \$67,300 from the NMB BID’s balance within the Parking Fund and adjust corresponding revenues.

**LEGAL REVIEW:**

The City Attorney has approved the agreement as to form.

**ATTACHMENTS:**

1. Resolution No. 24-0080
2. Agreement - Manhattan Beach Chamber of Commerce

RESOLUTION NO. 24-0080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND MANHATTAN BEACH CHAMBER OF COMMERCE FOR NORTH MANHATTAN BEACH BUSINESS IMPROVEMENT DISTRICT MANAGEMENT AND EXECUTIVE COORDINATION 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 Manhattan Beach Chamber of Commerce dated July 2, 2024, for North Manhattan Beach Business Improvement District management and executive coordination services in the amount of \$67,300.

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

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

ADOPTED on July 2, 2024.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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JOE FRANKLIN  
Mayor

ATTEST:

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LIZA TAMURA  
City Clerk

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 2, 2024 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and Manhattan Beach Chamber of Commerce, Inc., a California non-profit corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

### RECITALS

A. The City Council of the City of Manhattan Beach formed a Property & Business Improvement District pursuant to the provisions of the Parking & Business Improvement Law of 1989 (the “Act,” codified at California Streets and Highways Code Section 36500) for providing services to the businesses within the area designated as the North Manhattan Beach Business Improvement District (the “District”).

B. City desires to utilize the services of Consultant as an independent contractor to provide management and executive coordination services for the District.

C. 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.

D. 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 management and executive coordination services for the District, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

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 David Archer, President/CEO (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

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

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

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

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through July 1, 2025, unless sooner terminated as provided in Section 12 of this Agreement or extended.

**3. Compensation.**

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$67,300 (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 B**, 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. 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. A 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 affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. 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.

3) 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.

4) 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).

5) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant’s subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant’s subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or

passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

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

## **9. Insurance.**

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

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

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

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

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

K. 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 30 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, judicial orders, enemy or hostile governmental action, 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:

If to City:

Attn: George Gabriel  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: 310-802-5054  
Email: [ggabriel@manhattanbeach.gov](mailto:ggabriel@manhattanbeach.gov)

If to Consultant:

Attn: David Archer  
Manhattan Beach Chamber of  
Commerce  
425 15th Street  
Manhattan Beach, California 90266  
Telephone: 949-422-0873  
Email:  
David@ManhattanBeachChamber.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5061  
Email: [qbarrow@rwglaw.com](mailto:qbarrow@rwglaw.com)

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**23. Exhibits.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a

provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** "Business days" means days Manhattan Beach City Hall is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

**30. Attorneys' Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and



enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,  
a California municipal corporation

Consultant:

Manhattan Beach Chamber of Commerce,  
Inc., a California non-profit corporation

By: \_\_\_\_\_  
Name: Bruce Moe  
Title: City Manager

By: \_\_\_\_\_  
Name: David Archer  
Title: President/CEO

ATTEST:

By: \_\_\_\_\_  
Name: Liza Tamura  
Title: City Clerk

By: \_\_\_\_\_  
Name: David Curry  
Title: Board Chairman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: \_\_\_\_\_  
Name: Steve Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Name: George Gabriel  
Title: Assistant to the City Manager

## **EXHIBIT A SCOPE OF SERVICES**

City shall provide funding to the Manhattan Beach Chamber of Commerce, on behalf of the North Manhattan Beach Business Improvement District (“BID”) for the period of July 2, 2024, through July 1, 2025, for management and executive coordination services. The portfolio of services to be provided by the Chamber of Commerce to the City is set forth below.

### **General Responsibilities and Services**

- Provide personnel to serve as Executive Coordinator(s) (“EC”)
- Supervision and Management of the EC’s Responsibilities
- Manage BID activities
- Provide Social-Media/Website Coordination and Management Services
- Execute 2024 Activity Plan Items as directed by the BID Advisory Board

### **Executive Coordinator Responsibilities**

- Develop positive relationships and liaise with BID board members, committees, government agencies, city council, community organizations, business owners, and BID vendors
- Provide guidance regarding adherence to the bylaws and policies
- Have financial knowledge in order to provide cost control and accurate budget forecasting
- Meet with Chairperson and/or Vice-Chairperson regularly to update on the progress of projects
- Maintain and coordinate master Calendar of Events
- Oversee and coordinate direction of committees and task forces
- Be proactive in creating systems to streamline the BID
- Be proactive in creating inclusion for all North Manhattan Beach businesses
- Coordinate meeting agendas and minutes to assure timely completion of annual goals and objectives
- Attend monthly BID meetings
- Complete projects on the BID annual activity plan
- Work with vendors and City of Manhattan Beach staff on projects and programs
- Act as a resource and ombudsman for the BID to the City
- Coordinate planning and execution of special events, programs and other activities
- Represent the interests of the BID with local city & community organizations
- Maintain communication with Chamber of Commerce and the Downtown Business and Professional Association
- Attend City, Chamber of Commerce, School District and community meetings as needed
- Promote North MB as a shopping, dining and business location using social media

- Communicate with North MB business owners using email or other communication and face to face visits to ensure that business licenses are current
- Adhere and ensure compliance with the approved BID bylaws.

### **BID Management Services**

- Prepare agendas and minutes for the BID Advisory Board monthly meetings.
- The EC must meet with the BID Chair monthly to update the progress.
- EC must attend all monthly BID meetings and take minutes at the meeting. EC must attend any City Council or Ad Hoc Committee meetings as necessitated by the BID Chair.
- Take steps necessary to establish a non-profit association (similar to Manhattan Beach Downtown Business Professional Association) in accordance with BID Advisory Board direction.

### **Social Media/Website Services**

- Develop marketing campaigns and create social media content, including high quality and creative videos and photographs that align with the North Manhattan Beach brand.
- Repost social media content of North Manhattan Beach businesses and the business district as appropriate.
- Collaborate social media posts with City, Downtown Manhattan Beach and Chamber of Commerce as appropriate.
- Update website as requested by BID Advisory Board Chairperson.
- Assess social media analytics and update strategy based on engagement levels.

**EXHIBIT B  
APPROVED FEE SCHEDULE**

For services satisfactorily provided, City shall pay Consultant in accordance with the following fee schedule.

1. **Executive Coordinator (EC) Services** – Total Compensation not to exceed \$36,000.00 per year. EC will provide approximately 90-110 Hours per month and be paid at \$30.00 per hour. Hours may be flexed depending on direction of the BID Advisory Board or events that require additional hours.
2. **North MB Management Services** – Total Compensation not to exceed \$15,000.00 per year, \$1,250.00 monthly.
3. **Social Media and Website Coordination Services** – Total Compensation not to exceed \$6,300 per year, \$525 monthly.

Consultant's monthly fees for all services shall not exceed \$4,775 without the City's prior approval.

All reimbursable costs are in accordance with the approved budget and activity plan however, cannot exceed \$10,000 for expenses over the duration of contract. All reimbursable costs must be authorized by the BID Advisory Board at a duly noticed and agenda meeting.

Invoices are submitted to the Assistant to the City Manager or designee on a monthly basis.

In no event shall Consultant be paid more than the total sum of \$67,300 over the entire term of the Agreement.

**EXHIBIT C  
APPROVED 2024 ACTIVITY PLAN**

**NORTH MANHATTAN BEACH  
BUSINESS IMPROVEMENT DISTRICT  
(NORTH MBBID)**



**2024 Annual Report, Budget and Activity Plan**

<b><u>Location:</u></b>	The general area surrounding the Rosecrans Avenue and Highland Avenue intersection (See Attachment B). Specific boundaries are: <ul style="list-style-type: none"> <li>• (North to South) the extent of the Highland Avenue Right-Of-Way from the northernmost City line at 45<sup>th</sup> Street to 32<sup>nd</sup> Place on the south.</li> <li>• (East to West) the extent of Rosecrans Avenue Right-Of-Way from Bell Avenue to the west side of Highland Avenue.</li> </ul>
<b><u>Stakeholders:</u></b>	North Manhattan Beach Businesses – All business license holders in the North Manhattan Beach area, with the exception of home-based businesses, residential rental units, commercial property owners and residents.
<b><u>Improvements and Activities:</u></b>	A. Capital Improvement Project Design B. Marketing, Social Media & Advertising C. Project Implementation D. Professional Communications
<b><u>Method of Financing:</u></b>	Benefit-based assessments on City Business License Tax.
<b><u>Assessment:</u></b>	An 80% surcharge on the City Business License Tax not to exceed \$500.00.
<b><u>Collection:</u></b>	The fees are collected in March/April of each year with the Business License Tax. The funds shall be retained, including interest earned, in a designated fund and disbursed through the City. Approximately \$25,000 per year.
<b><u>Governance:</u></b>	A City Council-ratified Advisory Board serves to make recommendations to the City Council for the North Manhattan Business Improvement District (BID) on such topics as budget and assessments. The Advisory Board consists of up to seven (7) members composed of area business owners or resident ex-officio members. There must be a quorum to conduct a meeting and adherence to the Brown Act. The City Council ratifies the board members annually once the membership has held its election (typically in December). It is anticipated that the Advisory Board will meet at least once per month, on the 2 <sup>nd</sup>

Wednesday at 6:00 PM. In delivering BID improvements and activities, the Advisory Board will strive to meet the following objectives:

- Maximize coordination with the City and other civic organizations to leverage resources.
- Identify streetscape, landscape and other improvements, and create an identity plan for North Manhattan Beach.
- Provide accountability to business owners who pay assessments.

Maintaining the District:

The City Council maintains the district by adopting a Resolution of Intention. A Public Hearing shall be held around 30 days after the adoption of the Resolution of Intention. If there is insufficient protest from owners representing over 50% of the assessments to be paid, the BID assessment will continue.

Benefits of the District:

The BID allows for streetscape, signage and landscape improvements, and the creation of a North Manhattan Beach identity through integrated marketing efforts such as promotions, branding and advertising.

The BID shall provide key promotional and organizational support through a variety of functions that directly benefit its ratepayers as well as the City; such as:

- Enhancing the appearance of North Manhattan Beach through signage, landscaping, improvements etc.
- Establishing and implementing a North Manhattan vision and image that is in line with the rest of Manhattan Beach and reflects the good health and economic vitality of the entire City; making the City an attractive venue for business.



## ACTIVITY PLAN

The BID activity plan for 2024 includes the following items:

- A. Continue using [www.northmanhattanbeach.org](http://www.northmanhattanbeach.org) and [www.visitnorthmanhattanbeach.com](http://www.visitnorthmanhattanbeach.com) for visitor and community outreach and marketing. Maintain and enhance the digital presence of the North Manhattan Beach district through public engagement (surveys, individual outreach), website, social media (Instagram @visitnorthmanhattanbeach, Facebook @northmanhattanbeachca, @visitnorthmanhattanbeach, twitter @VisitNorthMB) and e-notifications.
- B. Trademark and begin to utilize approved North Manhattan Beach Logo.
- C. Explore the feasibility of becoming a professional non-profit association similar to the Downtown Manhattan Beach Business Professional Association (DBPA) by utilizing the Chamber of Commerce's non-profit status.
- D. Continue to develop North Manhattan Beach branding using the new approved logo throughout the district (Pole flags with approval and permits from the City, refurbish the North Manhattan Beach welcome monument on Rosecrans utilizing the new color scheme and logo).
- E. Solicit Bids for Public Art and work with the City Public Arts Commission for installation and placement, specifically the Surfboard Sculpture.
- F. Continue to develop event and partnership opportunities to draw more foot traffic and awareness to North Manhattan Beach.
- G. Continue to establish participation and support for the NMB BID among NMB businesses.
- H. Continue to grow the annual NMB BID Holiday Stroll and establish additional collaborative events.
- I. Promote transportation alternatives that mitigates traffic and greater parking opportunities while increasing foot traffic to the NMB BID Businesses.
- J. Update the community on the status of the crosswalks and other street markings and street repairs north of Rosecrans after the construction done in this area. Collaborate with the City on the replacement of the crosswalks and intersection design at the intersection of Rosecrans & Highland also affected by the construction in the area. Continue to work on

the functionality of the lighting of the crosswalks south of Rosecrans.

- K. Continue the Highland Avenue improvement discussions with Community Development, Traffic Engineering and Public Works to find solutions to improve the safety of Highland Ave. especially north of Rosecrans where there are not enough crosswalks, they need to more visual indicators and implement solutions to reduce the excessive speed in the area.
- L. Continue discussions to find additional parking solutions including contacting Chevron to discuss the parking lot adjacent to the Highrose Project. Continue collaborating with the Downtown Business District and the Manhattan Beach Chamber of Commerce to best serve our NMB BID Businesses.

**ATTACHMENT A-1**  
**BUDGET**

<b>FY 2022-2023 Actuals</b>	
<i>Beginning Reserve Balance July 1, 2022</i>	\$ 390,866.92
<i>Revenues</i>	23,156.67
<i>Interest</i>	8,203.43
<i>Expenditures</i>	-48,535.50
<i>Ending Reserve Balance as of June 30, 2023</i>	\$ 373,691.52
<b>FY 2023-2024 Budgeted</b>	
<i>Beginning Reserve Balance July 1, 2023</i>	\$ 373,691.52
<i>Revenues (1)</i>	25,000.00
<i>Interest</i>	10,000.00
<i>Expenditures</i>	-96,476.30
<i>Ending Reserve Balance as of June 30, 2024 (2)</i>	\$ 312,215.22

- (1) Budgeted Revenues are projected based on business license tax assessments not to exceed \$500 annually per business.
- (2) The Projected Ending Reserve Balance is based on actual reserves at the beginning of the fiscal year adjusted for projected revenues with no estimated expenditures

**ATTACHMENT A-2**  
**BUDGET**

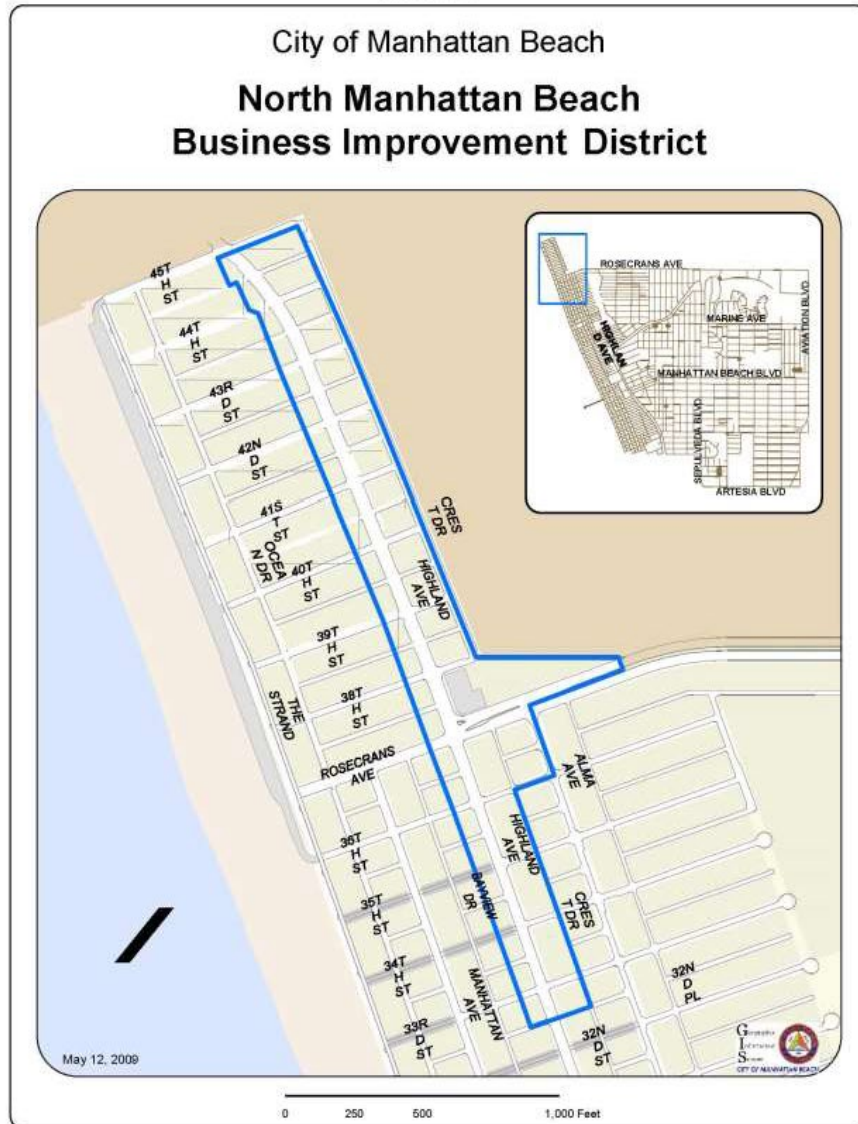


## NORTH MB BID BUDGET

	ACTUALS		CURRENT YEAR		ESTIMATES		FORECAST			
	2022-2023	2023-2024	2023-2024	2023-2024	2023-2024	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Beginning Reserve Balance	\$ 390,866.92	\$ 373,691.52	\$ 373,691.52	\$ 373,691.52	\$ 373,691.52	\$ 373,691.52	\$ 343,175.04	\$ 307,771.04	\$ 272,367.04	\$ 236,963.04
<b>REVENUES*</b>										
BID Assessments*	\$ 23,156.67	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Interest*	\$ 8,203.43	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
<b>SUBTOTAL</b>	<b>\$ 313,601.00</b>	<b>\$ 35,000.00</b>	<b>\$ 35,000.00</b>	<b>\$ 35,000.00</b>	<b>\$ 35,000.00</b>	<b>\$ 35,000.00</b>	<b>\$ 33,000.00</b>	<b>\$ 33,000.00</b>	<b>\$ 33,000.00</b>	<b>\$ 33,000.00</b>
<b>EXPENDITURES</b>										
<b>ONGOING</b>										
Executive Coordinator	\$ 8,416.77	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 15,000.00	\$ 15,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00
Management Services	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Website & Social Media Services	\$ 6,300.00	\$ 6,300.00	\$ 6,300.00	\$ 6,300.00	\$ 3,600.00	\$ 3,600.00	\$ 6,300.00	\$ 6,300.00	\$ 6,300.00	\$ 6,300.00
Misc. Reimbursable Expenses/Holiday Stroll	\$ 10,843.16	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,812.48	\$ 6,812.48	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Chamber of Commerce Membership	\$ 228.00	\$ 228.00	\$ 228.00	\$ 228.00	\$ 228.00	\$ 228.00	\$ 228.00	\$ 228.00	\$ 228.00	\$ 228.00
Business District Beautification Services**	\$ 18,728.02	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00	\$ 15,000.00	\$ 15,000.00	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
Digital Services (Website, Zoom)	\$ 948.30	\$ 948.30	\$ 948.30	\$ 948.30	\$ 876.00	\$ 876.00	\$ 876.00	\$ 876.00	\$ 876.00	\$ 876.00
Trademark of North MB Logo Project	\$ 5,730.50	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Artwork Evaluation	\$ 218.75	\$ 218.75	\$ 218.75	\$ 218.75	\$ 218.75	\$ 218.75	\$ 218.75	\$ 218.75	\$ 218.75	\$ 218.75
Directory Board DBPA Reimbursement	\$ 3,650.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
<b>SUBTOTAL</b>	<b>\$ 48,535.50</b>	<b>\$ 96,476.30</b>	<b>\$ 96,476.30</b>	<b>\$ 96,476.30</b>	<b>\$ 65,516.48</b>	<b>\$ 65,516.48</b>	<b>\$ 68,404.00</b>	<b>\$ 68,404.00</b>	<b>\$ 68,404.00</b>	<b>\$ 68,404.00</b>
<b>FISCAL YEAR SURPLUS/DEFICIT</b>	<b>\$ (17,175.40)</b>	<b>\$ (61,476.30)</b>	<b>\$ (61,476.30)</b>	<b>\$ (61,476.30)</b>	<b>\$ (30,516.48)</b>	<b>\$ (30,516.48)</b>	<b>\$ (35,404.00)</b>	<b>\$ (35,404.00)</b>	<b>\$ (35,404.00)</b>	<b>\$ (35,404.00)</b>
<b>PROJECTED ENDING RESERVE BALANCE</b>	<b>\$ 373,691.52</b>	<b>\$ 312,215.22</b>	<b>\$ 312,215.22</b>	<b>\$ 312,215.22</b>	<b>\$ 343,175.04</b>	<b>\$ 343,175.04</b>	<b>\$ 272,367.04</b>	<b>\$ 236,963.04</b>	<b>\$ 201,559.04</b>	<b>\$ 166,155.04</b>
<b>NOTES LEGEND</b>										
* Business Assessments and Interest revenue remain consistent										
**Historically, both BIDs in the City contribute to additional service fees associated with street sweeping and/or pressure washing. Staff is conducting internal assessment of these fees.										
***Projection if North MB continues to approve Chamber services										
****Denotes negative amount										
*****Denotes positive amount										

**ATTACHMENT B**

AREA MAP





**CITY OF MANHATTAN BEACH**

1400 Highland Avenue Manhattan Beach, CA 90266  
www.manhattanbeach.gov • (310) 802-5000

# STAFF REPORT

**Agenda Date:** 7/2/2024

---

**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

George Gabriel, Assistant to the City Manager

**SUBJECT:**

Consideration of a Resolution Approving the Proposed Fiscal Year 2024-2025 Chamber of Commerce Work Plan Agreement in the Amount of \$29,585 (City Manager Moe).

(Estimated Time: 15 Mins.)

**ADOPT RESOLUTION NO. 24-0081**

---

**RECOMMENDATION:**

Staff recommends that the City Council consider adopting Resolution No. 24-0081 approving the proposed Fiscal Year (FY) 2024-2025 Chamber of Commerce Work Plan agreement in the amount of \$29,585 and authorizing the City Manager to negotiate terms and execute the agreement.

**FISCAL IMPLICATIONS:**

In the Fiscal Year (FY) 2024-2025 budget, funds totaling \$60,000 were appropriated for Economic Development partnerships and sponsorship of Chamber of Commerce (Chamber) events.

The agreement allows the Chamber of Commerce to invoice the City of Manhattan Beach for two disbursements of fees for expenses related to the provision of business attraction and retention services in an amount not to exceed \$29,585. Sufficient funds exist within the Management Services Department FY 2024-2025 budget to accommodate the Chamber of Commerce's proposed work plan contract.

**BACKGROUND:**

Through its events, mixers and seminars the Manhattan Beach Chamber of Commerce activates the business community and provides a forum for local businesses to network and organize. Its signature events include the Best of Manhattan and the State of the City. Currently,

the Chamber has approximately 400 members.

In years past, the City has provided substantial funding to the Chamber of Commerce to support their efforts promoting commerce in Manhattan Beach. In FY 2013-14 and FY 2014-15 budgets, the Chamber received \$100,000 for various economic development efforts including promoting Manhattan Beach as a destination, hosting an Economic Forum and working on business retention strategies. In FY 2015-2016, the Chamber received no direct funding for a work plan and only received sponsorship dollars from the City. In FY 2016-17, the City paid the Chamber \$11,000 to sponsor three events (Best of Manhattan, State of the City, and Economic Summit). In FY 2017-18, the City Council approved a work plan contract with the Chamber of Commerce for an amount not-to-exceed \$57,250. Consistent with the conditions set forth in the agreement, the Chamber completed tasks in the agreement.

Following organizational changes at the Chamber of Commerce, the City Council approved another work plan contract for Fiscal Year 2018-2019 in the amount of \$49,500.

The following year, the Chamber and City staff had made preparations to present a Fiscal Year 2019-20 work plan contract, but consideration of the agreement was postponed due to the coronavirus pandemic response.

The City Council approved a work plan contract in the amount of \$35,585 for FY 2022-2023. However, due to competing initiatives and staffing challenges, Chamber expended only \$35,585 of the contract award (the City pays the Chamber solely based upon work completed).

Most recently, Council approved a work plan contract in the amount of \$36,585 for FY 2023-2024. However, the Chamber expended \$34,585 of the contract award.

Additionally, the City annually supports the Chamber by charging \$1/year rent for their office space in the city-owned Post Office building. This lease is currently under a month-to-month agreement structure; a long-term agreement may be considered by the City Council in the future.

#### **DISCUSSION:**

Consistent with prior agreements, the Chamber of Commerce Work Plan contract (Attachment) lists several programs and services proposed by the Chamber that are intended to improve the local economy. These can be broadly divided into services that: 1) improve the hospitality climate in Manhattan Beach through production of better marketing materials and more strategic outreach; 2) provide programs to improve local business engagement and education; and 3) continue sponsorship of events hosted by the Chamber. Categories, tasks and requested funds included in the Work Plan contract are summarized below.

#### **I. Local Marketing**

- Location Analytics and Marketing Analysis Reports: (\$7,500)
  - The Chamber proposes to provide Location Analytics and Marketing Reports from an artificial intelligence software platform. The reports would provide useful analytics to the City drawing upon data from users' mobile devices already collected through the users' authorized existing applications. Following a demo of the software program, the City determined the software could be useful for



economic impact on surrounding businesses, travel and traffic analysis, and special event analysis including number of attendees, attendee home region, duration, common places visited prior to and following the event, and travel routes to and from the event.

**Local Marketing Subtotal - \$7,500**

**II. Business Education and Engagement**

- Business Safety/Education/Homelessness Seminars (\$2,000)
  - The Chamber is proposing to host two seminars to the business community to educate businesses on safety and compliance matters in the workplace. Examples include but are not limited to homelessness, sexual harassment, fire safety, ADA compliance, cyber security laws, and emerging legislation.
- Young Entrepreneurs Academy (YEA!) - Investor Panel (\$2,500)
  - The YEA! program provides an 8-month curriculum that teaches students, grades 6-12, how to conceptualize, research, brand, and market a new business idea. Business plan writing, investor pitches and mentorship from business leaders in the Manhattan Beach community provide a circular business environment for young entrepreneurs to strive and thrive. Funds for the program allow the Chamber to organize the program and provide materials to students.

**Business Education and Engagement Subtotal - \$4,500**

**III. City Sponsored Legacy Events**

- Mayor's Lunch (\$5,000)
  - In its second year, the event returns and is expected to take place on August 7, 2024 as a Mid-Year review of the "State of the City" event that provides a forum for the Mayor, Chamber President/CEO, City Officials, and City Department Directors to review highlights of the past six months and to outline significant goals, projects and plans for the remainder of the year. The City plans to serve as a sponsor of the event contingent on Council approval.
- Signature Fall Event - i.e. Best of Manhattan, Bite at the Beach (\$5,000)
  - Historically, the Chamber hosts a fall event recognizing the Key Leaders in the Business Community and present awards to outstanding Businesses and Individuals in numerous categories. Additionally, the Chamber has hosted the Bite at the Beach and may Produce this event again or another similar event of equal Sponsorship Value. Funds dedicated to the event are allocated toward the City's sponsorship amount.
- State of the City (\$5,000)
  - The Chamber hosts this event annually where the Mayor, Chamber President/CEO, City Officials, Community Officials or City Department Directors recap highlights of the previous year and outline significant goals, projects and plans for the coming year. Funds dedicated to the event are allocated toward the City's sponsorship amount.

**City Sponsored Legacy Events Subtotal - \$15,000**

**III. Membership**

- Annual Membership Due
  - The annual dues are separate from event and program sponsorships and are based on the number of employees at each business. The City has traditionally paid a membership fee amounting to \$2,585.

**CONCLUSION:**

Staff recommends that the City Council consider adopting Resolution No. 24-0081 approving the proposed fiscal year 2024-2025 Chamber of Commerce Work Plan agreement in the amount of \$29,585 and authorizing the City Manager to negotiate terms and execute the agreement.

**LEGAL REVIEW:**

The City Attorney has approved the agreement as to form.

**ATTACHMENTS:**

1. Resolution No. 24-0081
2. Agreement - Chamber of Commerce
3. Fiscal Year 2023-2024 Work Plan Report Provided by Chamber

RESOLUTION NO. 24-0081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND THE MANHATTAN BEACH CHAMBER OF COMMERCE FOR ECONOMIC AND BUSINESS DEVELOPMENT PROGRAM SERVICES

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves an Agreement between the City of Manhattan Beach and the Manhattan Beach Chamber of Commerce dated July 2, 2024, for economic and business development program services in an amount not to exceed \$29,585.

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

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

ADOPTED on July 2, 2024.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
JOE FRANKLIN  
Mayor

ATTEST:

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

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 2, 2024 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and Manhattan Beach Chamber of Commerce, Inc., a California non-profit corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

### RECITALS

A. Consultant encourages a strong local economy and quality of life by promoting commerce, sound government, and an informed membership and community.

B. Comprised of business leaders throughout the South Bay, Consultant has special knowledge and experience to promote economic and business development, including business attraction and retention programs, for the benefit of City.

C. City and Consultant have mutual interests in enhancing the economic growth and vitality of the community in pursuit of the following goals:

- a. To cultivate community involvement,
- b. To encourage business alliances,
- c. To nurture the growth and development of new and existing businesses,
- d. To create educational opportunities for community youth, and
- e. To ensure that operation of the Chamber of Commerce is performed in the most responsible, cost-effective, and efficient manner possible.

D. City has previously contracted for economic and business development services with the Consultant.

E. City desires to utilize the services of Consultant as an independent contractor to provide business attraction and retention services.

F. 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.

G. 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.

Approved for Use 3/1/2021

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 economic and business development programs, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the Assistant to 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 David Archer, President/CEO (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 in conformance with the project timeline set forth in **Exhibit A**.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

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

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2025, unless sooner terminated as provided in Section 12 of this Agreement or extended.

**3. Compensation.**

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant the total sum of \$29,585 (the “Maximum Compensation”), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B**.

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 B**, 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 George Gabriel, Assistant to the City Manager at [ggabriel@manhattanbeach.gov](mailto:ggabriel@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. A 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 affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. 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.

3) 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.

4) 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).

5) 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 \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

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

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self- insurance shall not be considered to comply with the insurance requirements under this Section.

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

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

K. 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, judicial orders, enemy or hostile governmental action, 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: George Gabriel  
1400 Highland Avenue  
Manhattan Beach, California 90266

TO CONSULTANT:

Manhattan Beach Chamber of Commerce  
Attn: David Archer  
425 15<sup>th</sup> Street  
Manhattan Beach, California 90266

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.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing

shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** “Business days” means days Manhattan Beach City Hall is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

**30. Attorneys’ Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]



The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,  
a California municipal corporation

Consultant:

Manhattan Beach Chamber of Commerce,  
Inc., a California non-profit corporation

By: \_\_\_\_\_  
Name: Bruce Moe  
Title: City Manager

By: \_\_\_\_\_  
Name: David Archer  
Title: President/CEO

ATTEST:

By: \_\_\_\_\_  
Name: David Curry  
Title: Board Chairman

By: \_\_\_\_\_  
Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: \_\_\_\_\_  
Name: Steve S. Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Name: George Gabriel  
Title: Assistant to the City Manager

**EXHIBIT A  
SCOPE OF SERVICES**

City shall provide funding to the Manhattan Beach Chamber of Commerce for the period of July 1, 2024, through June 30, 2025, for business attraction and retention services. The portfolio of services to be provided by the Chamber to the City is set forth below.

**Budget**

<b>Work Plan Items</b>	<b>Cost</b>
<b>I. Local Marketing</b>	
Location Analytics and Marketing Analysis Reports	<b>\$7,500</b>
Local Marketing Subtotal	<b>\$7,500</b>
 <b>II. Business Education and Engagement</b>	
Business Safety/Education Seminars – 2 Seminar	<b>\$ 2,000</b>
Young Entrepreneurs Academy (YEA!) - Investor Panel	<b>\$ 2,500</b>
Business Education and Engagement Subtotal	<b>\$ 4,500</b>
 <b>III. City Sponsored Legacy Events</b>	
Fall Event (i.e. Best of Manhattan) – October 2024	<b>\$ 5,000</b>
State of the City – February/March 2025	<b>\$ 5,000</b>
Mayor’s Lunch – August 2024	<b>\$ 5,000</b>
City Sponsored Legacy Events Subtotal	<b>\$ 15,000</b>
 <b>IV. Annual Membership Fee</b>	
<b>TOTAL</b>	<b>\$ 2,585</b>
	<b>\$ 29,585</b>

**I. Local Marketing Programs:**

Description	<p><b>Location Analytics and Marketing Reports</b></p> <p>Utilize Best in Class Location Analytics – i.e., Foot Traffic Data from Millions of Mobile Devices, collected 24/7.</p> <p>Provide: Community Event Evaluation and Reporting to include Economic Impact on Surrounding Businesses, Number of Attendees, Attendee Home Locations, Duration, Favorite Places Prior to and Following the Event, and Travel Routes to and from the Event.</p> <p>Community Park Usage for any Day and Time and optimization of equipment location, signage, and event layout.</p> <p>Economic Development – Analyze Consumer Flow and Identify Gaps in Retail Offerings. Provide Reporting Insights about Customer Journey, Dwell Time, and Marketing Effectiveness.</p>
Deliverables	<p>Event Analysis for Annual Community Events including, Concerts in the Park, Hometown Fair, Holiday Fireworks, Six-Man Beach Volleyball Tournament, MBO Beach Volleyball Tournament by AVP, Pumpkin Races, Pier Lighting, etc.</p> <p>Quantify Resident/Visitor Analytics Reporting to include but not limited to: Economic Impact on Surrounding Businesses, Number of Attendees, Attendee Home Locations, Duration, Favorite Places Prior to and Following the Event, and Travel Routes to and from the Event.</p>
Timeline	Quarterly & Directly Following Events throughout Fiscal Year 2024-2025
Allocation	\$7,500

**II. Business Education and Engagement**

Description	<p><b>Business Safety/Education Seminars</b></p> <p>Provide ongoing support and education regarding safety and compliance matters in the workplace. Examples include but are not limited to Homelessness, Sexual Harassment, Fire Safety, ADA Compliance, Cyber Security laws, emerging legislation, etc.</p>
Deliverables	Commence the Quarterly Seminars in 2024 and Additional Seminar in 2025

Timeline	2 seminars
Allocation	\$1,000 per Seminar for a total of \$2,000

## II. Business Education and Engagement cont'd

Description	<p><b>Young Entrepreneurs Academy (YEA) Investor Panel</b></p> <p>The YEA program provides an 8-month curriculum that teaches students, grades 6-12, how to conceptualize, research, brand, and market a new business idea. Business plan writing, investor pitches and mentorship from business leaders in the Manhattan Beach community provide a circular business environment for young entrepreneurs to strive and thrive.</p> <p>In 2024 our Manhattan Beach YEA Student took Sixth Place in the National Competition. In 2023 the Chamber's Student Placed First Place in the National Competition, both bringing favorable publicity to our Community!</p> <p>The 2023-2024 class was comprised of 23 students.</p> <ul style="list-style-type: none"> <li>• 20 Manhattan Beach residents</li> <li>• 18 attend MBUSD schools</li> <li>• Grades 6-12</li> </ul> <p>Previous graduates are now successfully selling their products in local businesses, thus supporting the local economy, and the made locally and sold locally movement.</p> <p>At the end of the program the students participate in a "Shark Tank" like Investor Panel and following all presentations the Panel awards monetary resources to the Young Entrepreneurs.</p>
Instruction	Facilitator – David Archer Mira Costa Instructor - Rachel Thomas
Timeline	School year 2024-2025
Allocation	\$2,500

## II. City Sponsored Events

Description	<b>Fall Event (i.e Best of Manhattan Awards/Bite at the Beach)</b> Historically, the Chamber hosts a fall event recognizing the Key Leaders in the Business Community and present awards to outstanding Businesses and Individuals in numerous categories. Additionally, the Chamber has hosted the Bite at the Beach and may Produce this event again or another similar event of equal Sponsorship Value.
Attendance	Approximately 300 attendees
Timeline	Typically Held in October but likely in the Fall
Allocation	\$5,000

Description	<b>State of the City</b>  A preeminent Annual Event that provides a forum for the Mayor, Chamber President/CEO, City Officials, and Department Directors to recap highlights of the previous year and to outline significant goals, projects and plans for the coming year. Chamber will select a location and coordinate the event including finding a location that offers audio visual components to execute the event.
Attendance	Estimated attendance is 150
Timeline	Annually Event, Typically February/March
Allocation	\$5,000

## III. City Sponsored Events

Description	<b>Mayor's Lunch</b>  A Mid-Year Review of the "State of the City" Event that provides a forum for the Mayor, Chamber President/CEO, City Officials, and Department Directors to Review highlights of the past six months and to outline significant goals, projects and plans for the remainder of the year.
Attendance	Estimated attendance was 115

Timeline	August 2024
Allocation	\$5,000

**IV. Membership**

Description	<b>Annual Membership Dues</b>  The annual dues are separate from event and program sponsorships and is based on the number of employees at each business.
Deliverables	All appropriate Chamber Benefits
Timeline	Annual renewal
Allocation	\$2,585

**REPORTS**

On or before June 30, 2025, Chamber shall submit a report to City in a form acceptable to the City Manager or his designee, which shall include, without limitation, detailed information on overall project management and achievement of goals as compared to the work plan and budget set forth in this Exhibit A. Additionally, Chamber shall provide a presentations/status report to the City Council in January 2025 on tasks completed thus far.

**EXHIBIT B  
APPROVED FEE SCHEDULE**

Disbursements shall be governed by the schedule below, contingent upon work item completion percentage and their funding levels. First disbursement will be provided to Chamber of Commerce on January 30, 2025. The second disbursement will be provided on June 30, 2025.

<b>Disbursement</b>	<b>Work Plan Item</b>	<b>Amount</b>	<b>Completion Percentage</b>	<b>Disbursement Amount</b>
<b>First Disbursement</b>	Location Analytics and Marketing	\$7,500	50%	\$3,750
	Business Safety/Education/Homelessness Seminars	\$2,000	50%	\$1,000
	Fall Event (i.e. Best of Manhattan)	\$5,000	100%	\$5,000
	Mayor's Lunch	\$5,000	100%	\$5,000
	State of the City	\$5,000	100%	\$5,000
<b>Subtotal</b>				<b>\$19,750</b>
<b>Second Disbursement</b>	Location Analytics and Marketing Reports	\$7,500	50%	\$3,750
	Business Safety/Education/Homelessness Seminars	\$2,000	50%	\$1,000
	Young Entrepreneurs Academy (YEA!) - Investor Panel	\$2,500	100%	\$2,500
	Annual Membership Fee	\$2,585	100%	\$2,585
<b>Subtotal</b>				<b>\$9,835</b>
<b>Total</b>				<b>\$29,585</b>

**Manhattan Beach Chamber of Commerce/City of Manhattan Beach  
Semi Annual Work Plan Progress/Update  
June 25, 2024**

**Introduction/Opening Remarks**

The Manhattan Beach Chamber of Commerce (MBCC) values its relationship with the City of Manhattan Beach and has the responsibility of the economic well-being of our community by advocating for businesses, promoting business growth and development, and improving the quality of life for all citizens. Thus far in Fiscal Year (FY) 2023-2024 the MBCC has had a busy and productive year. Some key accomplishments include: 1) Implementing a “Location Analytics” solution to provide actionable data for marketing, etc., for our Members 2) Completing an entire year of the MB Pier Review, Community Newspaper sent directly to all Manhattan Beach residents, businesses, and chamber members 3) Partnered/contracted with the North Manhattan Beach Business Improvement District (NMBBID) for Management Services, and 4) Ended the calendar year with two successful events in the Best of Manhattan and the Holiday Mixer Extravaganza, and another successful Holiday Stroll with the NMBBID.

Chamber Membership in all areas continues to grow with numerous Ribbon Cuttings taking place and the reinvigoration of the Ambassador Committee and the Young Professionals/Emerging Leader Program. An annual Calendar of Events has been published that includes Monthly Networking Mixers as well as Signature Event Dates, Educational Seminars, and New Member Orientations. The Chamber continues to work closely with the City Staff on important issues, events, and ongoing activities throughout the Community. Below are summaries of each Work Plan item the Chamber is progressing on or has completed as reflected in the approved agreement with the City and Chamber.

**I. Local Marketing Programs:**

**Sepulveda/Rosecrans/Artesia Corridor – Business Organization Committee  
(Task Status – COMPLETE)**

In accordance with the Work Plan, the Chamber has continued to promote meeting with the Corridor Committee within the Chamber and has reached out to all the businesses on the “Corridor” promoting the ongoing meetings scheduled for the last Thursday of the Month. There have been seven meetings held since July 1, 2023, July, August, October, January, February, April, and May. City Staff began participating in the meeting by giving updates on Public Works Items as well as Public Safety, and it was anticipated that the meeting attendance would grow. Throughout the 2024 Meeting attendance continued to be low and the Chamber will continue to pursue Corridor Business input, this portion of the Work Plan will be discontinued.

**Location Analytics and Marketing (Task Status – COMPLETE)**

The Chamber contracted with a **Location Analytics and Marketing** data provider and is analyzing specific GEO Fencing reports on an Individual Business, as well as a geographic area such as an Event basis. In a recent Analysis the Chamber was able to ascertain that the “Holiday Open House” had a drop of approximately 5,000 attendees year over year, due to inclement weather. The Chamber met with the Events Committee and has distributed the appropriate reports as well as assisting with the Outdoor Dining Task Force with reporting. Key reports have been implemented, with continued refinement, and will be produced on a go-forward basis. Note: Data is available from 2017.



## II. Business Education and Engagement

### **Business Safety/Education/Homelessness Seminars (Task Status – COMPLETE)**

The Chamber held two Education Seminars this Fiscal Year. First, there was a Business Insurance – What you Need to Know Seminar to replace the labor Law Update Seminar as the anticipated speaker relocated. The second Seminar in June was a “Legal Essentials” event that discussed various aspects of legal needs for small and large businesses. Additional Educational Seminars are being planned quarterly with the next one on Customer Service will be on August 8, 2024. Topics may include and are not limited to, Sexual Harassment Prevention, Fire Safety, ADA Compliance, Cyber Security laws, emerging legislation, New Marketing Trends, and Workplace Safety.

### **Young Entrepreneurs Academy (YEA) Investor Panel (Task Status – COMPLETE)**

This Year’s class of Young Entrepreneurs was one of the largest Class for Manhattan beach at 23 participants. The Highlight of the Year is the Investor Panel in the Spring where the students present their Business Plan to the “Investor Panel,” like the “Shark Tank.” After all the presentations are complete, the Panel awards money to each Student Presenter and selects one Student to represent Manhattan Beach on a National Level at the Saunders Scholarship Competition with over 1,000 other Young Entrepreneurs. This year the Manhattan Beach Student, Maia Rocha, a talented junior at Mira Costa High School, advanced to the top six entrepreneurs nationwide in the Saunders Scholars competition on May 3rd. The Chamber believes this is an incredible program for our youth and will continue producing this at the beginning of the school year 2024/2025.

### **Meet the Neighbors (Task Status – INCOMPLETE)**

The Chamber planned and executed two “Meet the Neighbors” events in the Spring of 2024. The Chamber collaborated with the Downtown Business and Professional Association (DBPA), to hold a “Meet the Neighbors” event at the Farmers Market whereby five local businesses answered questions from approximately 30 attendees. Many suggested the interaction at the Farmers market should be a periodic event. Additionally, the Chamber produced a Biz-Net Meet the Neighbors event at the Joslyn Center with six local businesses that interacted with over 25 attendees/residents. This item in the Work Plan is considered INCOMPLETE as the events did not conform to the specific language of the agreement.

## III. City Sponsored Events

### **Best of Manhattan Awards (Task Status – COMPLETE)**

The 11<sup>th</sup> Annual Best of Manhattan at the Neptunian Women’s Club was a huge success with over 160 attendees enjoying the festivities that included a Champagne Reception with passed Hors d’oeuvres, and live DJ. Pulling this event off was a big undertaking with a committee of eight Chamber Members, over ten volunteers, and the Chamber Team. It was a fantastic night for all! In attendance from the City were Mayor Montgomery, Council Member Howorth, and City Staff. In accordance with the Contract and “Sponsor” Level \$5,000 Benefits, the City of Manhattan Beach received a reserved Table of Ten, Logo on all printed and digital media, and an acknowledgement and “Thank You!” in the MB Pier Review.

**Mayor’s Lunch (Task Status – COMPLETE)**

Working with City Staff, the Chamber developed and implemented a Mayor’s Lunch held at Tin Roof Bistro in August 2023. Approximately 100 individuals attended the event and Mayor Montgomery discussed pertinent Manhattan Beach topics including a question-and-answer time. In accordance with the Contract and “Sponsor” Level \$5,000 Benefits, the City of Manhattan Beach received Twenty Tickets, Logo on all printed and digital media, and Dedicated and Branded Email Blast.

**State of the City (Task Status – COMPLETE)**

Working with City Staff, the Chamber produced the State of the City Event on March 21, 2024, at the Shade Hotel was a great success. Key speakers including Mayor, Joe Franklin, City Manager, Bruce Moe, Police Chief, Rachel Johnson, and MBUSD Superintendent, Dr. John Bowes, informed the over 125 in attendance about the City of Manhattan Beach. In accordance with the Contract and “Sponsor” Level \$5,000 Benefits, the City of Manhattan Beach will receive Two Tables of Ten, Logo on all printed and digital media, Dedicated and Branded Email Blast, and an acknowledgement and “Thank You!” in the MB Pier Review.

**Annual Dues**

The Manhattan Beach Chamber of Commerce is an association of businesses, entities, and individuals organized to encourage a strong local economy by promoting commerce, sound government, and an informed membership community. Partnering with us offers your business valuable exposure, branding, and benefits, such as:

- Complimentary listing in the Annual Destination Guide (print ads extra)
- Complimentary business consulting & best practice information
- Business to business referrals
- Access to business development & networking events
- Access to data, reports, statistics, and analytics
- Access to exclusive discounts & programs, as offered
- Access to current technology - social media platforms, marketing channels & enhanced Member Portal on Chamber’s website
- Advocate for all business-related issues (Chamber representation at government meetings on all local, state, and federal levels)
- Ribbon cutting ceremony/grand opening
- Member mailing list
- Dedicated E-blasts

Report Provided by David Archer, President/CEO



**CITY OF MANHATTAN BEACH**

1400 Highland Avenue Manhattan Beach, CA 90266  
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# STAFF REPORT

**Agenda Date:** 7/2/2024

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**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**

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**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**

- Pledge and National Anthem - Teagan Miller
- Public Safety Recognition: Police Officer (Officer Chad Swanson), Firefighter of the Year (Firefighter Joshua Kueng), and Police Professional Staff of the Year (Police Records Manager Barbara Rosenberger).
- Presentation of a Commendation to City Manager, Bruce Moe, on the Occasion of His Retirement After Thirty-Five Years of Service to the City of Manhattan Beach.

**CONSENT**

- City Council Minutes (City Clerk Tamura).
- Financial Reports (Finance Director Charelian).
- Consideration of a Resolution Approving a Memorandum of Understanding with Los Angeles County for the Installation of the Catalina Classic (Parks and Recreation Director Leyman).
- Zenith Energy West Coast Terminals - Successor of Southern California Edison (SCE) Franchise 2022 Agreement Renewal (Public Works Director Lee).

- Consideration of a Resolution Approving Amendment No. 1 to the Professional Services Agreement with Commercial Transportation Services, Inc. for Commercial Driver's License Training Services at a Cost Not-to-Exceed \$124,500 (Public Works Director Lee).
- Consideration of a Resolution Awarding a Construction Agreement to TBD for the Wayfinding Phase I Vehicle Parking and Pedestrian Sign Improvement Project for \$XXX, Including Contingency; and Adoption of a Determination of Exemption Pursuant to Section 15301(g) of the State CEQA Guidelines (Public Works Director Lee).
- Consideration of a Resolution Awarding a Construction Agreement to TBD for the Voorhees Ave Sewer Lift Station Improvement Project for \$TBD Including Contingency and Determining that the Project Qualifies for a Categorical Exemption Pursuant to Sections 15302 Class 2 of the State CEQA Guidelines (Public Works Director Lee).
- Consideration of a Resolution Awarding a Construction Agreement to XXX for the Manhattan Beach Boulevard Eastbound Left-Turn Improvement at Aviation Boulevard Project for \$XXX, Including Contingency; Approving the Plans and Specifications; and Adoption of a Determination of Exemption Pursuant to Section 15301 Class 1(c) of the State CEQA Guidelines (Public Works Director Lee).
- Consideration of a Second Reading and Adoption of an Ordinance to Establish Applicable Regulations Regarding Drinking Water System Cross-Connection Controls (Public Works Director Lee).
- Consideration of a Resolution Awarding a Construction Agreement to \*\*, for the Cycle 3 Sewer Spot Repairs Project for \$\*\*\* (Public Works Director Lee).
- Consideration of a Resolution Awarding a Construction Agreement to XXXXX for the Citywide Security Cameras Project - Phases 3 for \$XXX,XXX, Including Contingency and a Maintenance Contract; Adoption of a Determination of Exemption Pursuant to Sections 15302(b)(3) and 15301 of the State California Environmental Quality Act (CEQA) Guidelines (Public Works Director Lee).
- Second Reading of Ordinance No. XXXX Granting an Extension of an Existing Franchise Agreement to Zenith Energy West Coast Terminals LLC for a 25-year term and Adopt a Finding (Public Works Director Lee).
- Consideration of a Resolution Approving Amendment No. 1 with Farmers Market (Finance Director Charelian).
- Consideration of Resolutions Awarding Professional Design Services Agreements for Three Pavement Improvement Programs to #TBD Consulting Firms for \$XXX,XXX Per Firm for a Three-Year Term (Public Works Director Lee).
- 

### **PUBLIC HEARING**

- Conduct Public Hearing for Consideration of Adopting Resolutions Regarding Renewal of Downtown Business Improvement District (BID) for Fiscal Year 2024-2025 Including Authorization to Collect Assessments, Ratification of the District Advisory Board; Authorization to Enter Into an Agreement with the Downtown Manhattan Beach Business and Professional Association; and Authorization to Disburse Assessments Collected Through June 30, 2024 (Finance Director Charelian).
- Conduct Public Hearing and Consideration of a Resolution Providing for Annual Levy and Collection of Street Lighting and Landscaping District Maintenance Assessments for

- Fiscal Year 2024-2025 (Finance Director Charelian).
- Conduct Public Hearing Regarding the Annual Stormdrain Service Fee for Fiscal Year 2024-2025 (Finance Director Charelian).
- Consideration of Urgency Ordinance No. XXXXX Granting an Extension to an Existing Franchise Agreement with Zenith Energy West Coast Terminals LLC; and Conduct a Public Hearing and Introduction of Ordinance No. XXXX to Extend the Franchise Agreement for a 25-Year Term (Public Works Director Lee).
- Conduct Public Hearing Regarding the Planning Commission Recommendation for a Master Use Permit Amendment and making an Environmental Determination for an Eating and Drinking Establishment located at 401 Manhattan Beach Boulevard (Great White) (Community Development Director Mirzakhonian).

### **GENERAL BUSINESS**

- Consideration of Introducing and First Reading of an Ordinance to Establish Applicable Regulations Regarding Drinking Water System Cross-Connection Controls (Continued from the December 5, 2023, City Council Meeting) (Public Works Director Lee).
- Consideration of a Memorandum of Understanding Between the City and Crown Castle Regarding the Installation of New Aerial Facilities within the City (Public Works Director Lee).
- Discussion of Options for the Replacement of the Existing Escalators at Metlox Plaza (Public Works Director Lee).
- Consider the Following Regarding the Underground Utility Assessment District (UUAD) Program:
  - a) Appropriate \$XX for District 8 Utility Design Fees, and Approve Payments of \$XX and \$XX to Frontier and Spectrum, respectively; b) Appropriate \$XX for District 13 Utility Design Fees, and Approve Payments of \$XX and \$XX to Frontier and Spectrum, respectively; c) Accept Petition Signatures for the Proposed Voorhees District, Appropriate \$75,000 for the Voorhees Electrical Design, and Approve a Payment to Southern California Edison for that Amount; and, d) Appropriate \$XX for the Preparation of Engineer's Reports for District 8, 13, and the Voorhees District, and Authorize an Agreement with XXXX for that Amount (Public Works Director Lee).
- Consideration of the Introduction and First Reading of an Ordinance Amending Chapter 2.44 of the Manhattan Beach Municipal Code Pertaining to City Boards, Commissions, and Committees; Approval of the Updated Boards and Commissions Handbook; and Adoption of a Resolution Authorizing the City Manager, City Attorney, and City Clerk to Approve Future Updates to the Handbook (City Clerk Tamura).
- Consideration of the Preliminary Design Concepts for the Manhattan Beach Boulevard at Pacific Avenue Improvements Project; and a Determination of Exemption Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (CEQA) Guidelines (Public Works Director Lee).
- Consideration of Presenting to the Voters a Ballot Measure Regarding an Ordinance Establishing a One-Half Cent Sales Tax to Fund General City Services in Manhattan Beach, such as: Repairing/Upgrading Aging Community Facilities Keeping Local Streets, Sidewalks, Infrastructure, and Parks Safe, Clean, and Well-Maintained and Improving Parking Availability and Traffic Safety (City Manager Moe).
- Metlox Use Permit and Lease Amendment (Community Development Director

Mirzakhonian).

- Discussion of Options for Street Identification Signs within the Signage and Wayfinding Program (Public Works Director Lee).
- Discussion of Options to Upgrade an American with Disabilities Act (ADA) Parking Space near the Catalina Classic Sculpture to Accommodate the Installation of a Plaque and a Potential Fiscal Appropriation Needed for the Project (Public Works Director Lee).
- Polliwog Park Dog Run Proposal (Parks and Recreation Director Leyman).
- Sand Dune Park Master Plan Proposal (Parks and Recreation Director Leyman).



**CITY OF MANHATTAN BEACH**

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# STAFF REPORT

**Agenda Date:** 7/2/2024

---

**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) Cultural Arts Commission Meeting Minutes of May 20, 2024 (Parks and Recreation Director Leyman)
- b) Parks and Recreation Commission Meeting Minutes of May 29, 2024 (Parks and Recreation Director Leyman).

**INFORMATION ITEM ONLY**

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The attached minutes are for information only:

- 1) Cultural Arts Commission Meeting Minutes of May 20, 2024
- 2) Parks and Recreation Commission Meeting Minutes of May 29, 2024





**CITY OF MANHATTAN BEACH  
MINUTES OF THE CULTURAL ARTS COMMISSION**

May 20, 2024

Hybrid format: by teleconference (Zoom) and in person in accordance with procedures on agenda  
1400 Highland Avenue  
Manhattan Beach, CA 90266

**A. CALL TO ORDER**

Vice Chair Tokashiki called the meeting to order at 4:01 p.m.

**B. PLEDGE TO THE FLAG**

**C. ROLL CALL**

Present:, Dohner, Erlich-Fein, Karger, Patterson, Vice Chair Tokashiki

Absent: Chair Spackman

Staff present: Parks and Recreation Director Mark Leyman, Senior Management Analyst Linda Robb,  
Recording Secretary Rosemary Lackow

**D. APPROVAL OF MINUTES – March 18, 2024**

It was moved and seconded (Karger/Patterson) to approve the March meeting minutes as submitted.

The motion passed by voice vote: 5-0-1 (Spackman absent)

**E. CEREMONIAL - None**

**F. AUDIENCE PARTICIPATION (3-Minute Limit) - None**

**G. GENERAL BUSINESS**

1. Work Plan Item Discussion

a. Utility Box Beautification (Phase III): Directed Leyman confirmed status on Phase II that it is completed, including repairs; Phase III on hold.

b. Murals – Director Leyman reported: murals are being installed around town; the Dave Titus on Parking structure 2 is now complete; the Charles Bragg sea lion has just been completed on the 34<sup>th</sup> Street beach stairs and his mural on the wall of the pier comfort station will start soon; the Fire Station No. 1 mural is just starting to go in; the Rocket Ship Hall mural at Marine Avenue Park (same artist) will start next month.

Manhattan Beach Cultural Arts Commission  
May 20, 2024

c. Sculpture Garden – Director Leyman confirmed that after the Commission forwarded its recommended 15 artists, City Council has indicated its top preferences but has paused this program until the Cultural Arts Manager position is filled or an interim project manager is hired.

d. New Art Initiatives – Commissioner Karger updated on the **Downtown Art Walk**: she has emailed Downtown Manhattan Beach Business and Professional Association (DTMBB&PA) President Jill Lamkin, informing regarding a skateboard focused art exhibit; Commissioner Karger intends to meet with Ms. Lamkin regarding the association’s buy in. Commissioner Karger encouraged the Commissioners to visit the Culture Brewery downtown, that a current exhibit there is a good example of a business/art collaboration as is being envisioned. Vice Chair Tokashiki also requested that Commissioner Erlich-Fein pass on any important information on the new initiatives she had been looking into, before leaving the Commission. Commissioner Erlich-Fein will serve as a volunteer on the skateboard project.

## **H. STAFF ITEMS**

**Cultural Arts Division updates** – Director Leyman reported:

- Cultural Arts Manager Recruitment: hope to open in June; city is interviewing contractors who can assist in moving projects forward; will keep the Commission informed
- City facility tour: the Commission will soon receive a “save the date” email for a tour of the city art and parks and recreation facilities, along with Library and Parks and Recreation Commissions.
- Parks and Rec Strategic Plan: The community outreach portion is complete and staff will now prepare the strategic goals and objectives; he will provide ongoing updates.
- Arts Assessment: City consultant RLA will be wrapping up soon; update at next meeting.
- New kiln: July hope to complete; mid-June classes to return 4-5 per week, starting with Open Lab
- Concerts in the Park: Satin Dollz/Salute the Troops kicks off the 10-week summer program, Sunday 6/30.
- Community Art Exhibit: submittals being received through June 3<sup>rd</sup>; already 50 pieces submitted
- The annual volunteer recognition event is next Thursday at the Comedy and Magic Club in Hermosa Beach.

**PATF (Public Art Trust Fund)** – see (I) Commission Items.

**City Council update** – no additional updates

## **I. COMMISSION ITEMS**

Commissioner Dohner reported on happenings at Mira Costa: Comedy Sports 5/24, , e.g. the school play “Footloose” has been nominated for several prestigious awards; STEAM Night 5/29; “MB Local” show by Derek Billings at Culture Brewing to 6/2; and “Be Our Guest” program tickets available for older adults.

Commissioner Erlich-Fein passed out books compiling art work/graphic design work by Mira Costa students in graphic design

Vice Chair Tokashiki announced that the Home Town Fair board is looking for a graphic designer to design the 2024 Home Town Fair. This opportunity is also open to Mira Costa students.

Vice Chair Tokashiki noted an email was sent by SMA Robb in April as an FYI of background information regarding a possible maker space being explored by City Council.

Director Leyman requested that the Commission proceed to choose a new Chair and Vice Chair. It was moved and seconded (Dohner/Patterson) that Vice Chair Tokashiki be the next Chair, and Commissioner Karger, the next Vice Chair. The vote passed 5-0 -1 (Spackman absent) by voice vote.

PATF balances: Director Leyman reported: a balance of \$1,543,553.48; \$628,714.29 is unallocated; and \$176,000 (approximately) is set to expire at the end of 2024. He is very comfortable that the amount to expire will be used by the RLA assessment work but there are a few projects “in the works” that could be using some of this amount, e.g. sculpture program, concerts in the park, RLA and perhaps a small amount of Utility Box Phase III. For future additions anticipated, staff can ask Community Development for an update.

**J. ADJOURNMENT**

At 4:26 p.m. Vice Chair Tokashiki without opposition, adjourned the meeting to 4:00 pm, June 17.



**CITY OF MANHATTAN BEACH  
PARKS AND RECREATION COMMISSION  
Wednesday, May 29, 2024**

**4:00 PM**

**Location: City Hall - City Council Chambers / Hybrid**

**MINUTES**

- A. CALL TO ORDER** – Chair Doran called the meeting to order at 4:05 pm.
- B. PLEDGE TO THE FLAG**
- C. ROLL CALL**  
Present: Commissioners Allen, Komatinsky, Zimbalist, Windes, Greenberg, Chair Doran  
  
Absent: Commissioner McCarthy  
  
Others Present: Parks and Recreation Director Mark Leyman, Sr. Management Analyst (SMA) Linda Robb, Recording Secretary Rosemary Lackow.
- D. APPROVAL OF MINUTES** – March 25, 2024  
It was moved and seconded (Windes/Zimbalist) to approve as submitted. Motion passed 6-0 (McCarthy absent) by voice vote.
- E. CEREMONIAL** – None
- F. AUDIENCE PARTICIPATION (3-Minute Limit)** – None
- G. GENERAL BUSINESS**
  - 1. 24/0226.01 Work Plan Items Discussion
    - a. Sand Dune Park Master Plan
      - i. Presentation by Landscape Architect David Volz Design Team

Director Leyman gave an overview, emphasizing that the city team wants to hear from the commission as all comments and recommendations will be forwarded to the City Council on July 16. Director Leyman introduced Bryant Avalos from David Volz Design (DVD) who gave a presentation that described public input received at two community meetings how concepts have been refined in response to input. The current plan represents the plan that was favored by the community at the second meeting. Public input included: need for upgrades including elements for older kids, more lighting throughout the park, ADA compliant and modernized office/restroom, protection of existing mulberry trees, outdoor education space and new fencing and swings.

Mr. Avalos reviewed the final concept plan including (but not limited to) the playgrounds, tree preservation, proposed storage and restroom buildings, seating, bike racks and south lawn improvements including a six-foot wide concrete path.

A question/answer and discussion session followed; some issues raised and responded to included:

- Tot Lot structures: Some (e.g. snail) are painted and neighbors preferred natural wood (not painted) surfaces. (Windes)
- Six foot wide concrete bike path in south lawn area: The majority of neighbors do not want (feels not needed) and prefer to keep passive green area to be continued to be available for various games and sports. (Windes) Commissioner Greenberg questioned whether having a concrete path would make access safer for bikes and felt it should be retained.
- “Educational Space” was clarified as a space (not a structure) for smaller children to have a learning experience and it includes a raised stage with some low seating. (Komatinsky)
- Pedestrian access will be provided between playgrounds
- Mulberry Trees: in north area will be retained and more may be considered to be planted.
- Tube steel fencing proposed around perimeter meets public works department standards for durability. (Komatinsky)
- Picnic tables/seating will be designed to the desired natural look brand but will be durable. One bench is proposed in the north area near the mulberry trees. The intent was to keep the north area open and available for use as “flex space.” (Komatinsky)
- Consistency with council/community input: Everything seems to reflect input from community and feels the design is “shined up”. The budget will be refined prior to going to City Council. The exact number of boulders will be discussed. (Zimbalist)

It was suggested that the bike path issue be separated from the plan in order to seek additional public input.

Public input was invited from both the in-person and Zoom audiences.

**Lee Barr**, resident, asked if having the bike path might hinder or impact the annual Hometown Fair 10K event which runs by the park.

From the Zoom audience, two persons spoke.

**Suzanne Hadley** lives near the park, loves the plan but feels strongly that it should not include the bike path; she feels this would be a significant change not intended by council. The south lawn area has traditionally been used for organized sports (flag football, frisbee, pick-up soccer etc.) and that would be eliminated by the path. She shares the concern also that the 10K use of the area may be impacted if the bike path is included.

**Mark Osterkamp** echoed the prior speaker comments and asked that the commission and city eliminate the bike path (not needed) and keep the south lawn area a passive space.

It was briefly discussed and determined that the Hometown Fair 10K issue be further explored and discussed at the City Council meeting in July.

Commissioner Komatinsky inquired as to whether there are any implications with ADA compliance that relate to the pathway. Director Leyman responded that this can be further evaluated by staff prior to going to City Council.

Commissioner Greenberg indicated that he has changed his mind on the viability of the bike path based on comments received and discussion.

It was discussed and agreed that the park plan be brought forward as a single whole project; staff will look into the issue of ADA compliance and Hometown Fair 10K interface relative to the bike path and summarize all concerns that have been received.

It was moved and seconded (Komatinsky/Windes) that the Commission recommend that the final plan be forwarded to the City Council for approval as presented this evening but with a summary of public input including concerns regarding the proposed bike path.

The motion passed 6-0 (McCarthy absent) by voice vote.

b. Dog Parks & Community Parkettes

Director Leyman updated that a community meeting was held, and an online survey is active and will close on May 31. A total of 36 responses have been received so far and 86% of these are opposed to making two separate areas including one for small dogs. At the June Parks and Recreation Commission meeting, the committee and staff will update the Commission on public input received (community meeting and survey results). It is hoped that this project will be able to be forwarded to the City Council also on July 16 (along with Sand Dune Park).

c. Explore Repurposing Pay 'n' Play Racquetball Land/Building

Commissioner Windes updated that this project is still under consideration by City Council and various new options (other than a futsal court) are being explored. The project has been included in the C.I.P (Capital Improvements Projects) and therefore she believes that this item can now be removed from the active list of Work Plan projects for the Commission. Director Leyman clarified that a futsal court is still "on the table" but City Council has requested more information.

d. Explore Community Aquatics Facility

Commissioner Komatinsky reported: The city's consulting firm, HMC, made a formal presentation to the School Board and the board has many questions and things to think about, including the possibility of the district funding a pool through a bond; she expects that the project will come back before the board. There was brief discussion about a possible new municipal pool site on city-owned land behind the Manhattan Village Shopping Center, a subject that City Manager Bruce Moe raised. Commissioner Komatinsky emphasized that the scope of the pool project regardless of which site is chosen remains a local Manhattan Beach oriented facility and not a site designed for high

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level swim competitions.

e. Donation Policy and Programs / LoveMB Discussion

Commissioner Komatinsky commented in that this project is “up and running,” and this project can be taken off the Parks and Recreation Commission agenda for discussion and no action is needed of the Commission at this point.

f. Enhanced Holiday Events (Flags, Memorial Day, Fallen Soldier) (to be renamed (Flags, Memorial Day and Memorial to the Fallen)

Chair Doran reported that Mr. McAulay has identified three possible locations for a memorial in the Civic Center Plaza. Next steps: an RFP calling for conceptual design of the memorial will be drafted and processed through the Cultural Arts Commission (CAC) as the memorial will be an art piece. The CAC will review submittals and determine top designs and its recommendation will be forwarded to City Council for review and a final design selection. Since the Parks and Rec Commission has worked extensively on this, its insights and information can be shared, through staff with the Cultural Arts Commission. This project can now be taken off the Parks and Recreation Commission Work Plan discussion list on meeting agendas. Director Leyman encouraged the Commission to provide its input as residents to the CAC.

2. 24/0529/.01 Selection of 2024-2025 Chair and Vice Chair

It was moved and seconded (Windes/Komatinsky) that Commissioner Russ Allen serve as the next Chair. The motion passed unanimously by voice vote 6-0 (McCarthy absent).

It was moved and seconded (Zimbalist/Greenberg) that Commissioner Tracey Windes serve as the next Vice Chair. The motion passed unanimously by voice vote 6-0 (McCarthy absent).

Commissioner Windes thanked and complimented Commissioners Greenberg and Komatinsky for attending a recent school board meeting and for representing the Parks and Recreation Commission well.

## H. STAFF ITEMS

Director Leyman reported: All public meetings in July and August will be held in the PD/Fire community room across from City Hall while the council chambers is refurbished. Parks and Recreation, Cultural Arts, and Library commission meetings are cancelled for August.

Parks and Recreation Strategic Plan update: a draft has just been received and staff is reviewing. It will be presented to the commission at its next meeting.

Suzanna Nerheim has been hired as the new Recreation Coordinator.

Juneteenth events: ceremony at Bruce’s Beach at 10 – 11 am Wednesday June 19; and June 22 - all are invited to a celebration and concert at Polliwog Park from 11-3:00 pm.

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Flyers are available to give out.

Commissioner Windes thanked the Parks and Rec Juneteenth committee (Commissioners Greenberg, Zimbalist with herself) for its hard work as well as staff member Kari Bell who brought a lot of resources to the event planning. Director Leyman advised that after this inaugural event, the events are expected to be managed by staff and community input will be welcomed.

A commission bus tour of city cultural and recreation facilities has been tentatively scheduled for July 29 from 4-7 pm. A “save the date” email will be sent.

Commissioner Windes thanked Commissioners Daniel Greenberg and Laurie McCarthy for their leadership on the Commission as both “went well above the call of duty” in their service. Commissioner Zimbalist provided a list of many things Commissioner Greenberg was involved with or led.

## **I. COMMISSION ITEMS**

Older Adult Program update (McCarthy) Director Leyman mentioned that the city has a corps of over 50 volunteers, many who facilitate the older adult programs and they will be honored tomorrow evening. Commissioner Windes encouraged everyone to check out this program and its many activities.

School District update (Komatinsky) – Commissioner Komatinsky reported: The district is considering a new bond initiative for the November ballot; the wine auction will be on June 8<sup>th</sup> and graduation will be June 13<sup>th</sup>.

Student update (Greenberg) Commissioner Greenberg reported: finals are approaching, events coming up include STEAM Night and a choir concert and school ends June 13. Director Leyman recognized Commissioner Greenberg, praising him for his honesty, work ethic and creativity, noting that the photo contest he created will live on.

## **J. ADJOURNMENT**

At 5:15 it was moved and seconded (Windes/Greenberg) to adjourn; the motion passed unanimously 6-0 (McCarthy absent) with a voice vote.





**CITY OF MANHATTAN BEACH**

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# STAFF REPORT

**Agenda Date:** 7/2/2024

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Talyn Mirzakhonian, Community Development Director

**SUBJECT:**

Recent Planning Commission Quasi-Judicial Decision:

Consideration of a Use Permit Amendment to Allow Off-Sale of Distilled Spirits in Addition to the Existing Allowance for Off-Sale Beer and Wine in Conjunction with the Operation of an Existing Service Station and Convenience Store Located at 3633 North Sepulveda Boulevard; and Associated Environmental Determination Finding the Project Exempt from the California Environmental Quality Act (Community Development Director Mirzakhonian).

**INFORMATION ITEM ONLY**

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On June 26, 2024, the Planning Commission considered the item described below, the application for which was received by the Community Development Department on August 16, 2023.

1. Consideration of a Use Permit Amendment to allow off-sale of distilled spirits in addition to the existing allowance for off-sale beer and wine in conjunction with the operation of an existing service station and convenience store located at 3633 North Sepulveda Boulevard; and associated environmental determination finding the Project exempt from the California Environmental Quality Act

The June 26, 2024, Planning Commission meeting was duly noticed on June 13, 2024. Staff did not receive any public comments in advance of the hearing and no members of the public spoke in opposition to the project. After the close of the public hearing, the Commission discussed the project and considered potential modifications and additions to operational conditions of approval. Specifically, the Commission requested conditions that would prohibit the sale of airline bottles and clarify what spirits must be kept behind the cash register. Based on substantial evidence in the record, and pursuant to the Manhattan Beach Municipal Code, the Planning Commission adopted Planning Commission Resolution No. 2024-04, as modified,

approving the project and finding the project exempt from CEQA (5-0 ayes-nays).

Link to the Planning Commission Staff Report:

[https://cms6ftp.visioninternet.com/manhattanbeach/commissions/planning\\_commission/2024/20240626/20240626-2.pdf](https://cms6ftp.visioninternet.com/manhattanbeach/commissions/planning_commission/2024/20240626/20240626-2.pdf)

Pursuant to Manhattan Beach Municipal Code Section 10.100.020, Planning Commission quasi-judicial decisions will be reviewed by the Council if two Councilmembers each file a Council review form within 15 days of the Commission's decision or if the decision is appealed by a member of the public.