



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Adjourned Meeting Agenda - Final City Council

Mayor
Mary Campbell

Mayor Pro Tem
Justin Massey

Councilmembers
Hany S. Fangary
Michael Detoy
Stacey Armato

Tuesday, September 8, 2020

4:30 PM

Closed Session - 4:30 P.M.

Regular Meeting - 6:00 P.M.

Duly Posted Online 9-3-20 at 10:25 p.m. By E.S.

4:30 P.M. - CLOSED SESSION**CALL TO ORDER****ROLL CALL****PUBLIC COMMENT ON THE CLOSED SESSION AGENDA**

JOIN THE VIRTUAL MEETING AT: <https://us02web.zoom.us/j/87032785286>

OR PARTICIPATE BY PHONE:

1. Email Esarmiento@hermosabeach.gov to be added to the speaker list. Please indicate which item you would like to speak on.
2. Dial-in to meeting:
 - Toll Free: 877-853-5257
 - Meeting ID: 870 3278 5286, then #
 - Participant ID: press # to bypass
3. ATTENDEES WILL BE MUTED UNTIL THE PUBLIC PARTICIPATION PERIOD IS OPENED.
When you are called on to speak, press * 6 to unmute your line. Comments from the public are limited to 3 minutes per speaker.

RECESS TO CLOSED SESSION

1. **20-0569** **MINUTES:** Approval of minutes of Closed Session held on August 25, 2020.
2. **20-0592** **CONFERENCE WITH LEGAL COUNSEL: Existing Litigation**
 Government Code Section 54956.9(d)(1)
 The City finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation.
 Two Matters:
 - a. Claim of Leibfried v. Hermosa Beach, et al. Los Angeles County Superior Court Case No: 20 STCV 05296
 - b. Dona Bauer v. Hermosa Beach, et al. Los Angeles County Superior Court Case No. 19 STCV 32667
3. **20-0591** **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
 Government Code Section 54957

 Title: City Manager (annual review)

ADJOURNMENT OF CLOSED SESSION

6:00 P.M. - REGULAR AGENDA**PUBLIC COMMUNICATION**

City Hall will be closed to the public until further notice. Virtual Meetings are held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020. Members of the public may email comments to Esarmiento@hermosabeach.gov or submit eComments until 3:00 p.m. on the meeting date. Members of the public may also participate by phone.

JOIN THE VIRTUAL MEETING AT: <https://us02web.zoom.us/j/87032785286>

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Oral and Written Communication

Persons who wish to have written materials included in the agenda packet at the time the agenda is published on the City's website must submit the written materials to the City Manager's office by email (esarmiento@hermosabeach.gov) or in person by noon of the Tuesday, one week before the meeting date.

Written materials pertaining to matters listed on the posted agenda received after the agenda has been posted will be added as supplemental materials under the relevant agenda item on the City's website at the same time as they are distributed to the City Council by email. Supplemental materials may be submitted via eComment (instructions below) or emailed to esarmiento@hermosabeach.gov. Supplemental materials must be received before 4:00 p.m. on the date of the meeting to ensure Council and staff have the ability to review materials prior to the meeting. Supplemental materials submitted after 4:00 p.m. on the date of the meeting or submitted during the meeting will be posted online the next day.

Submit Supplemental eComments in three easy steps:

Note: Your comments will become part of the official meeting record. You must provide your full name, but please do not provide any other personal information (i.e. phone numbers, addresses, etc) that you do not want to be published.

1. Go to the Agendas/Minutes/Video webpage and find the meeting you'd like to submit comments on.
Click on the eComment button for your selected meeting.
2. Find the agenda item for which you would like to provide a comment. You can select a specific agenda item/project or provide general comments under the Oral/Written Communications item.
3. Sign in to your SpeakUp Hermosa Account or as a guest, enter your comment in the field provided, provide your name, and if applicable, attach files before submitting your comment.

I. CALL TO ORDER**II. PLEDGE OF ALLEGIANCE****III. ROLL CALL****IV. CLOSED SESSION REPORT****V. ANNOUNCEMENTS - OF UPCOMING CITY/COMMUNITY EVENTS****VI. APPROVAL OF AGENDA****VII. PROCLAMATIONS / PRESENTATIONS**

- a) 20-0574 FIRE STATION REOPENING
- b) 20-0575 RECOGNIZING LEADERSHIP HERMOSA BEACH
CLASS OF 2020
- c) [20-0573](#) COVID-19 HEALTH UPDATE FROM
BEACH CITIES HEALTH DISTRICT

VIII. CITY MANAGER REPORTS - The City Manager and staff may provide brief reports on pending City business. Longer oral reports to be provided are as follows:

- a) [20-0570](#) COVID-19 UPDATE

IX. PUBLIC PARTICIPATION -- ORAL AND WRITTEN COMMUNICATIONS FROM THE PUBLIC: This is the time for members of the public to address the City Council on any items within the Council's jurisdiction not on this agenda, on items on this agenda as to which public comment will not be taken (City Manager Reports, City Councilmember Reports and Future Agenda Items), or to request the removal of an item from the consent calendar. Public comments on the agenda items called City Manager Reports, City Councilmember Reports and Future Agenda Items will only be heard at this time. Comments on public hearing items are heard only during the public hearing. Members of the audience may also speak during discussion of items removed from the Consent Calendar; during Public Hearings; and, during discussion of items appearing under Municipal Matters.

All comments from the public under this agenda item are limited to three minutes per speaker, but this time allotment may be reduced due to time constraints. The City Council acknowledges receipt of the oral and written communications listed below. No action will be taken on matters raised in written communications, provided that the Council may take action to schedule issues raised in oral and written communications for a future agenda. Speakers with comments regarding City management or departmental operations are encouraged to submit those comments to the City Manager.

a) [20-0585](#) WRITTEN COMMUNICATION

Recommendation: Staff recommends that the City Council receive and file the written communication.

X. CITY COUNCILMEMBER COMMENTS: Councilmembers may briefly respond to public comments, may ask a question for clarification or make a brief announcement or report on his or her own activities or meetings attended.

a) 20-0576 UPDATES FROM CITY COUNCIL AD HOC SUBCOMMITTEES
AND STANDING COMMITTEE DELEGATES/ALTERNATES

XI. CONSENT CALENDAR: The following more routine matters will be acted upon by one vote to approve with the majority consent of the City Council. The title is deemed to be read and further reading waived of any ordinance listed on the consent calendar for introduction or adoption. There will be no separate discussion of these items unless a Council member removes an item from the Consent Calendar. Items removed will be considered under Agenda Item XII (12), with public comment permitted at that time.

a) [REPORT](#) CITY COUNCIL MEETING MINUTES
[20-0571](#)

Recommendation: Staff recommends that the City Council approve the following minutes:

1. April 30, 2020 Adjourned Regular Meeting (COVID-19 Town Hall)
2. August 25, 2020 Regular Meeting

b) [REPORT](#) CHECK REGISTERS
[20-0588](#) (Finance Director Viki Copeland)

Recommendation: Staff recommends that the City Council ratify the following check registers.

- c) [REPORT](#)
[20-0583](#) **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH, THE CITY OF HERMOSA BEACH, THE CITY OF MANHATTAN BEACH, THE CITY OF TORRANCE, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT REGARDING THE ADMINISTRATION AND COST SHARING FOR UPDATING THE ENHANCED WATERSHED MANAGEMENT PROGRAM AND REASONABLE ASSURANCE ANALYSIS FOR THE BEACH CITIES WATERSHED MANAGEMENT GROUP**
(Environmental Programs Manager, Douglas Krauss)
- d) [REPORT](#)
[20-0589](#) **AWARD OF AGREEMENT WITH THE HERMOSA BEACH YOUTH BASKETBALL LEAGUE TO PROVIDE A COED YOUTH BASKETBALL LEAGUE FOR A THREE-YEAR TERM**
(Community Resources Manager Kelly Orta)
- Recommendation:** Staff recommends that the City Council award the agreement with the Hermosa Beach Youth Basketball League to provide a coed youth basketball league for a three-year term commencing when it is safe to do so, consistent with COVID-19 restrictions and protocols established by the State of California and County of Los Angeles Health Departments.
- e) [REPORT](#)
[20-0581](#) **TOWING AND STORAGE SERVICES CONTRACT AMENDMENT**
(Police Chief Paul LeBaron)
- Recommendation:** Staff recommends that the City Council:
1. Authorize the Mayor to execute an amendment for a one-year extension of the towing and storage services contract with Bruffy's Tow; and
 2. Request the City Clerk to attest.
- f) [REPORT](#)
[20-0600](#) **AUTHORIZE THE CITY MANAGER TO AMEND CONTRACT WITH ARAKELIAN SERVICES (ATHENS SERVICES) FOR SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS, PARKING LOTS AND THE PIER IN HERMOSA BEACH TO INCREASESIDEWALK CLEANING SERVICE IN THE DOWNTOWN AREA**
(Environmental Programs Manager Doug Krauss)
- Recommendation:** Staff recommends that the City Council authorize the City Manager to amend the contract with Athens Services to temporarily increase sidewalk cleaning in the downtown area.

XII. ITEMS REMOVED FROM THE CONSENT CALENDAR FOR SEPARATE DISCUSSION

- a) Public comments on items removed from the Consent Calendar.
- b) Items removed from the Consent Calendar

XIII. PUBLIC HEARINGS - TO COMMENCE AT 6:30 P.M.

NONE

XIV. MUNICIPAL MATTERS

- a) [REPORT](#)
[20-0577](#) **RECEIVE REPORT ON EMERGENCY
ENFORCEMENT MEASURES TO ENSURE
COMPLIANCE WITH PANDEMIC-RELATED HEALTH
ORDERS FROM BOTH THE CITY AND THE COUNTY
OF LOS ANGELES HEALTH DEPARTMENT**
(City Manager Suja Lowenthal)
(*This will be a verbal report*)
- b) [REPORT](#)
[20-0586](#) **CONSIDERATION OF DRAFT CONCEPTS
FOR TEMPORARY LANE CLOSURES ON
PIER AVENUE TO FACILITATE FOOT
TRAFFIC AND OUTDOOR DINING AND
RETAIL OPTIONS WITHIN THE PUBLIC
RIGHT-OF-WAY**
(Environmental Programs Manager Douglas
Krauss and Environmental Analyst Leeanne
Singleton)
- c) [REPORT](#)
[20-0594](#) **AUTHORIZATION OF CITY CLERK TO ADVERTISE AND
REQUEST APPLICATIONS FOR A REPRESENTATIVE TO
THE LOS ANGELES COUNTY WEST VECTOR AND
VECTOR-BORNE CONTROL DISTRICT BOARD**
(City Clerk Eduardo Sarmiento)

Recommendation: Staff recommends that City Council authorize the City Clerk to advertise and request applications for a Hermosa Beach representative to the Los Angeles County West Vector and Vector-Borne Control District Board, to be appointed at the Council meeting of January 12, 2021 for a two-year term ending December 31, 2022.

XV. FUTURE AGENDA ITEMS - Requests from Councilmembers for possible future agenda items and questions from Councilmembers regarding the status of future agenda items. No discussion or debate of these requests shall be undertaken; the sole action is whether to schedule the item for consideration on a future agenda. No public comment will be taken. Councilmembers should consider the city's work plan when considering new items.

- a) [20-0572](#) **TENTATIVE FUTURE AGENDA ITEMS**

XVI. ADJOURNMENT

FUTURE MEETINGS AND CITY HOLIDAYS**CITY COUNCIL MEETINGS:**

September 22, 2020 - Tuesday - 5:00 PM - Closed Session,
6:00 PM - City Council Meeting
October 10, 2020 - Saturday - Adjourned Regular Meeting:
8:00 AM - City Council Retreat
October 13, 2020 - Tuesday - 5:00 PM - Closed Session,
6:00 PM - City Council Meeting
October 27, 2020 - Tuesday - 5:00 PM - Closed Session,
6:00 PM - City Council Meeting
November 4, 2020 - Wednesday - Adjourned Regular Meeting:
6:00 PM - Study Session
November 10, 2020 - Tuesday - 5:00 PM - Closed Session,
6:00 PM - City Council Meeting
November 12, 2020 - Thursday - Adjourned Regular Meeting:
6:00 PM - Appointment of Mayor & Mayor Pro Tem
November 24, 2020 - Tuesday - 5:00 PM - Closed Session,
6:00 PM - City Council Meeting
December 2, 2020 - Wednesday - Adjourned Regular Meeting:
6:00 PM - Study Session
December 8, 2020 - Tuesday - 5:00 PM - Closed Session,
6:00 PM - City Council Meeting
December 22, 2020 - Tuesday - No Meeting (Dark)

BOARDS, COMMISSIONS AND COMMITTEE MEETINGS:

September 15, 2020 - Tuesday - 7:00 PM - Planning Commission Meeting
September 16, 2020 - Wednesday - 7:00 PM - Public Works Commission Meeting
October 5, 2020 - Monday - 6:00 PM - Economic Development Committee
October 6, 2020 - Tuesday - 7:00 PM - Parks and Recreation Advisory Commission Meeting
October 20, 2020 - Tuesday - 7:00 PM - Planning Commission Meeting
November 2, 2020 - Monday - 6:00 PM - Economic Development Committee
November 5, 2020 - Thursday - 7:00 PM - Parks and Recreation Advisory Commission Meeting
November 17, 2020 - Tuesday - 7:00 PM - Planning Commission Meeting
November 18, 2020 - Wednesday - 7:00 PM - Public Works Commission Meeting
December 1, 2020 - Tuesday - 7:00 PM - Parks and Recreation Advisory Commission Meeting
December 7, 2020 - Monday - 6:00 PM - Economic Development Committee
December 15, 2020 - Tuesday - 7:00 PM - Planning Commission Meeting

CITY OFFICES CLOSED FRIDAY-SUNDAY AND ON THE FOLLOWING DAYS:

September 7, 2020 - Monday - Labor Day
November 11, 2020 - Wednesday - Veteran's Day
November 26, 2020 - Thursday - Thanksgiving Day



City of Hermosa Beach

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1315 Valley Drive
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Staff Report

Staff Report

20-0569

Honorable Mayor and Members of the Hermosa Beach City Council Closed Session of September 8, 2020

MINUTES: Approval of minutes of Closed Session held on August 25, 2020.



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Staff Report

Staff Report

20-0592

Honorable Mayor and Members of the Hermosa Beach City Council
Closed Session of September 8, 2020

CONFERENCE WITH LEGAL COUNSEL: Existing Litigation

Government Code Section 54956.9(d)(1)

The City finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation.

Two Matters:

- a. Claim of Leibfried v. Hermosa Beach, et al. Los Angeles County Superior Court Case No: 20 STCV 05296
- b. Dona Bauer v. Hermosa Beach, et al. Los Angeles County Superior Court Case No. 19 STCV 32667



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Staff Report

Staff Report

20-0591

Honorable Mayor and Members of the Hermosa Beach City Council
Closed Session of September 8, 2020

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957

Title: City Manager (annual review)



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Staff Report

Staff Report

20-0574

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020**

FIRE STATION REOPENING



City of Hermosa Beach

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Staff Report

Staff Report

20-0575

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020**

**RECOGNIZING LEADERSHIP HERMOSA BEACH
CLASS OF 2020**



City of Hermosa Beach

City Hall
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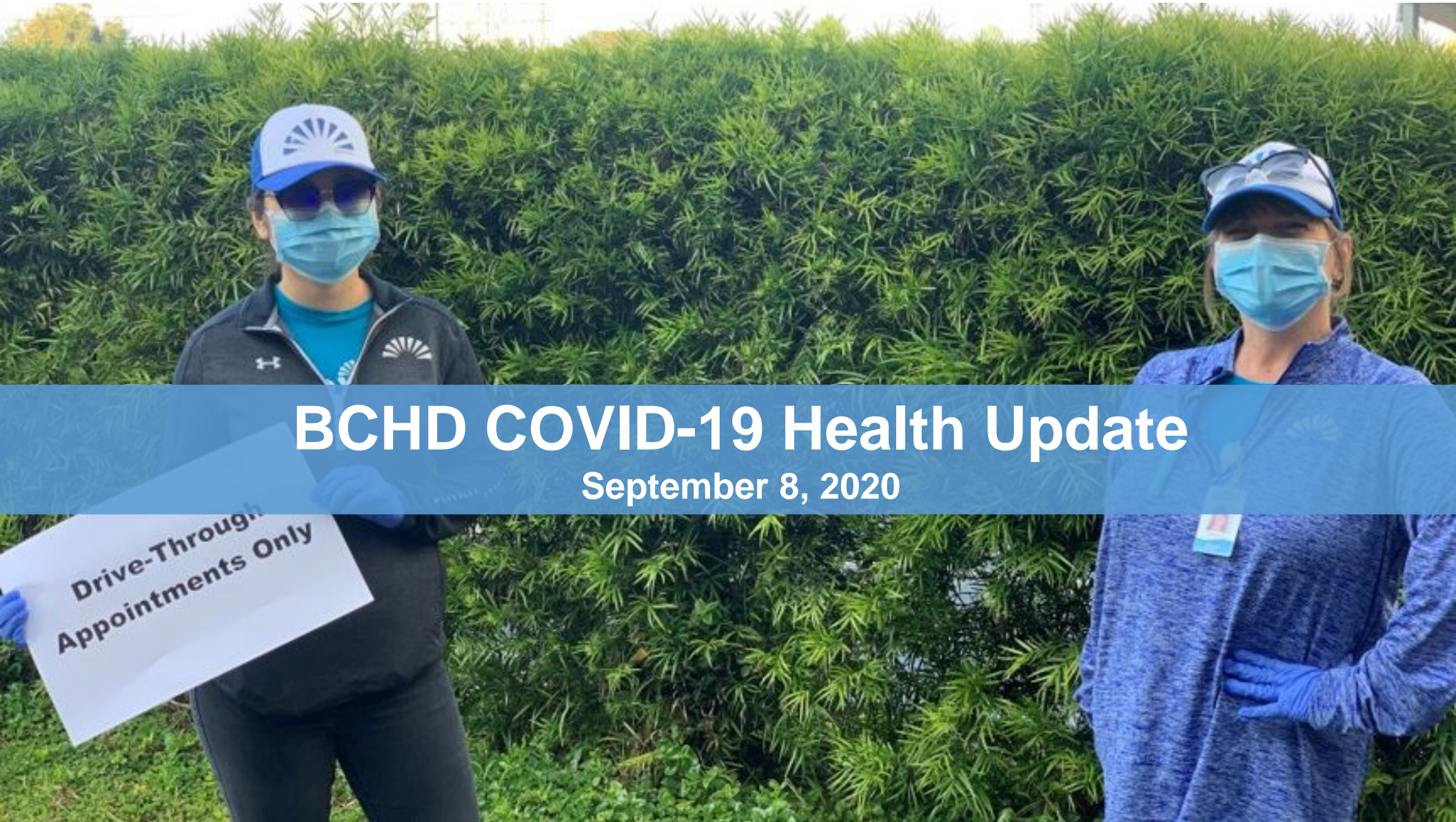
Staff Report

Staff Report

20-0573

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020**

COVID-19 HEALTH UPDATE FROM BEACH CITIES HEALTH DISTRICT



BCHD COVID-19 Health Update

September 8, 2020

Drive-Through
Appointments Only

State of COVID-19

Numbers at a Glance

Last updated: September 8, 2020

LA County Cases

249,241

Total Cases in LA County

LA County Deaths

6,036

Total Deaths in LA County

Cases by City in the Beach Cities

Beach Cities Total: 1,055

Hermosa Beach: **199**

Manhattan Beach: **331**

Redondo Beach: **525**

Deaths by City in the Beach Cities

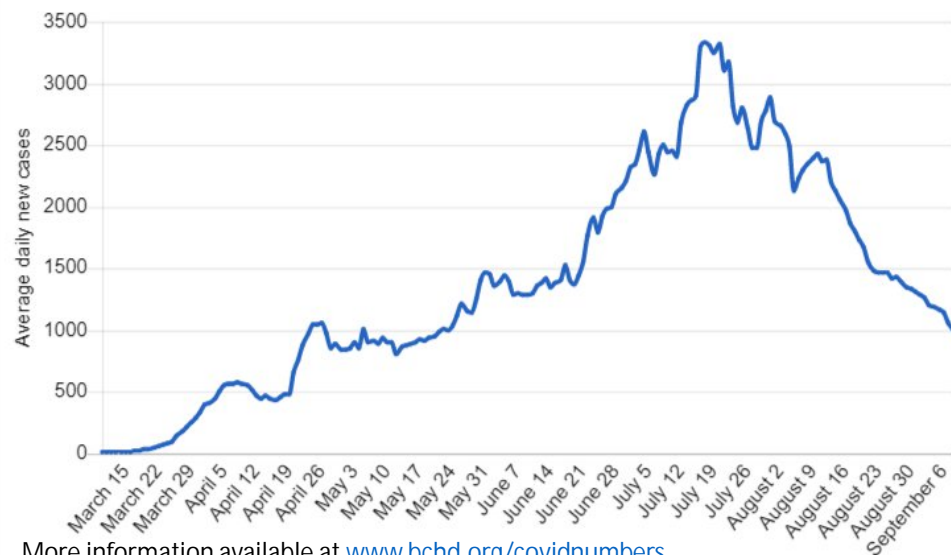
Beach Cities Total: 18

Hermosa Beach: **4**

Manhattan Beach: **5**

Redondo Beach: **9**

Average Daily New Cases (7 day average)



Average Daily Reported Deaths (7 day average)



State of COVID-19

Metrics	August 7 th 2020	Sept 7 th 2020	Percent Change
Daily new cases in LA County (past 7-day average)	2,291	1,060	54% decrease
Total Cases in the Beach Cities	878	1053	20% increase (July to Aug: 68% increase)
LA County COVID-19 Hospitalization (past 3-day average)	1,730	943	45% decrease
LA County Test Positivity Rate (past 7-day average)	5.8%	4.4%	24% decrease
BCHD Testing site Positivity rate (past 7-day average)	6.4%	3.3%	48% decrease

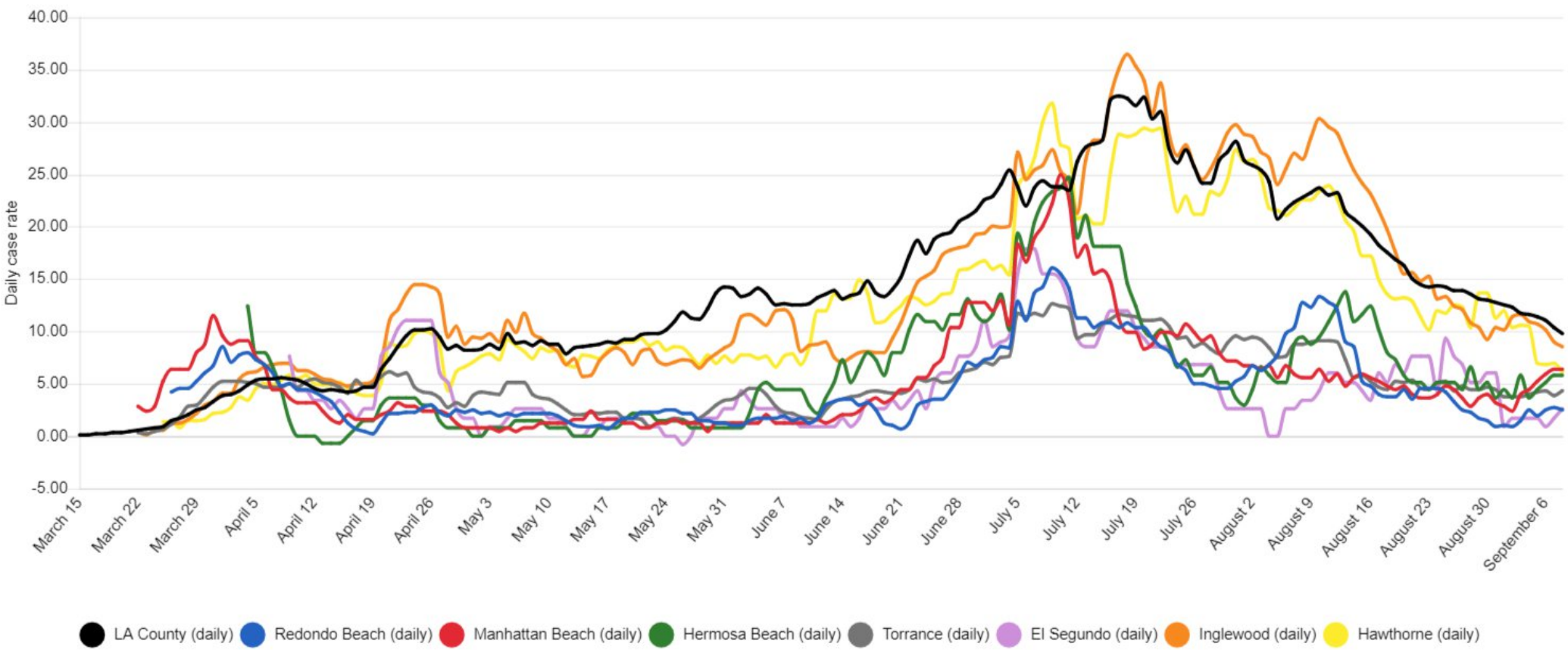
California Blueprint for a Safer Economy

County Risk Level	New Cases	Positive Tests
WIDESPREAD Many non-essential indoor businesses are closed	More than 7 Daily new cases per 100k	More than 8% Positive tests
SUBSTANTIAL Some non-essential indoor businesses are closed	4 - 7 Daily new cases per 100k	5% - 8% Positive tests
MODERATE Some indoor business operations are open with modifications	1 - 3.9 Daily new cases per 100k	2% - 4.9% Positive tests
MINIMAL Most indoor business operations are open with modifications	Less than 1 Daily new cases per 100k	Less than 2% Positive tests

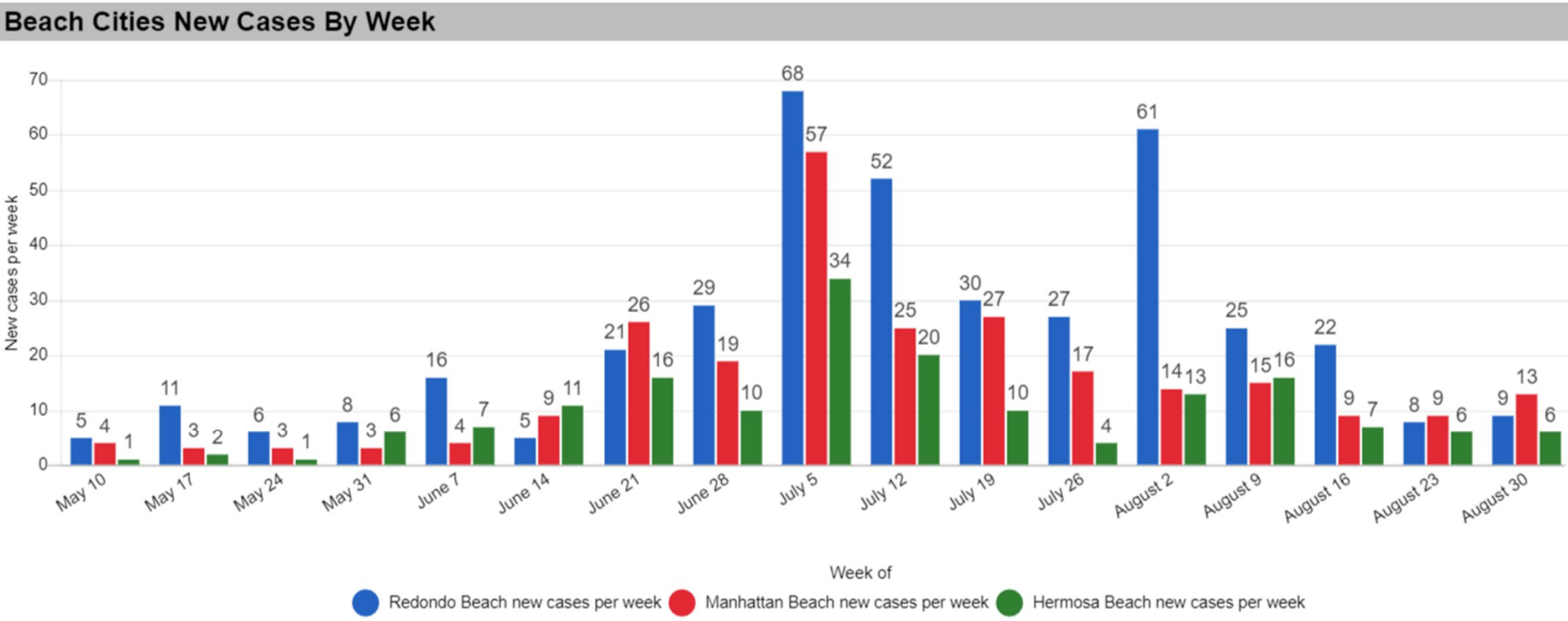
County Risk Level	Retail	Schools	Restaurants	Gyms
WIDESPREAD Many non-essential indoor businesses are closed	Open with modifications -Retail capacity must be limited to 25%	Closed for in-person instruction	Outdoor Only with modifications	Outdoor only with modifications -Saunas and steam rooms must close
SUBSTANTIAL Some non-essential indoor businesses are closed	Open with modifications -Retail capacity must be limited to 50%	Closed for in-person instruction -Can open in-person instruction if county remains in this tier for two weeks	Open indoors with modifications -Max 25% capacity or 100 people, whichever is fewer	Indoor with modifications -Capacity must be limited to 10%
MODERATE Some indoor business operations are open with modifications	Indoor with modifications	Can open in-person instruction	Open indoors with modifications -Max 50% capacity or 200 people, whichever is fewer	Indoor with modifications -Capacity must be limited to 25% -Indoor pools can open
MINIMAL Most indoor business operations are open with modifications	Indoor with modifications	Can open in-person instruction	Open indoors with modifications -Max 50% capacity	Indoor with modifications -Capacity limited to 50% -Indoor pools, saunas, spas and steam rooms can open

State of COVID-19

Daily new cases per 100,000 (past 7 day avg)



State of COVID-19



Assistance, Information & Referrals



During this time of heightened health concern, BCHD is available to offer help and support.

If you or someone you know in the Beach Cities needs assistance with errands, health-related information or referrals, please call our Assistance, Information & Referral line at 310-374-3426 ext. 256, seven days a week, 8:30 a.m. – 5 p.m.

RESOURCES:

bchd.org/coronavirus
for information about COVID-19
or to sign up for email updates
from BCHD

bchd.org/resources
for information related to mental health
and social-emotional health for youth
and adults, support groups and
emergency services



City of Hermosa Beach

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Staff Report

Staff Report

20-0570

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020**

COVID-19 UPDATE

DATE	ORDINANCE/RESOLUTION	EXPIRATION DATE
<u>March 16, 2020</u>	Proclamation of Local Emergency:	
March 16, 2020	<p>Pursuant to Section 5: Pursuant to the authority prescribed by Hermosa Beach Municipal Code Section 2.56.090, the City Council hereby orders as follows (the “Order”), to take effect immediately and remain in effect until March 28, 2020, unless extended by the City Council or City Manager:</p> <ul style="list-style-type: none"> A. All restaurants, alcohol beverage establishments and snack shops in the City are hereby ordered closed to onsite patronage; <i>provided, however</i>, that take-out orders and delivery of meals are permitted provided that take-out orders are picked up by a single person and the establishment maintains social distance in any necessary queuing of patrons. B. All formal and informal organized and group activities, games and sports, with the exception of family outings, are hereby prohibited in all City parks and the beach; C. The City shall prohibit access to play structures at all City parks; D. The City shall post signs at all City parks advising that: <ul style="list-style-type: none"> I. COVID-19 is known to survive on various surfaces such as children’s play equipment, bathroom surfaces, tables, benches, railings, and other fixtures, for 72 or more hours; and II. Park users shall maintain social distance as prescribed by Beach Cities Health District, as provided in Exhibit 1 attached hereto; III. Park users with symptoms consistent with COVID-19 infection are encouraged to isolate themselves at home and contact their health care provider or, if they do not have a health care provider, the Los Angeles 	<p>Section 5 requirements: until March 28, 2020, unless extended by the City Council or City Manager.</p> <p>No expiration date set for Section 6 Measures.</p>

	<p>County Department of Health to assist with receiving prompt diagnosis and care.</p> <p>Pursuant to Section 6:</p> <p>Commercial landlords in the City are hereby prohibited from (I) charging rent and (II) evicting commercial tenants for nonpayment of rent with respect to tenants whose businesses are subject to the Order or are otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and who demonstrate lost income and inability to pay rent as a result of such limitation or closure. A landlord knows of a tenant's lost income and inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date rent is due, notifies the landlord in writing of the lost income and inability to pay rent due to a limitation or closure of the tenant's business related to COVID-19, with appropriate supporting documentation. If a tenant suffers only a partial loss of income, the tenant shall pay the pro-rated share of their rent that corresponds to the income they generated during the period of loss. For purposes of this Order, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. All financial information provided to the landlord shall be kept in confidence and only used for evaluating the tenant's claim or enforcing this provision.</p> <p>Residential landlords in the City are hereby prohibited from (I) charging rent and (II) evicting residential tenants for nonpayment of rent with respect to tenants whose income is reduced or eliminated as a result of efforts to prevent or reduce the spread of COVID-19 and who demonstrate lost income and inability to pay rent as a result of such loss. A landlord knows of a tenant's lost income and inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date rent is due, notifies the landlord in writing of the lost income and inability to pay rent due to such loss, with appropriate supporting documentation. If a tenant suffers only a partial loss of income, the tenant shall pay the pro-rated share of their rent that corresponds to the income they generated during the period of loss. For purposes of this Order, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. All financial information provided to the landlord shall be kept in</p>	
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	confidence and only used for evaluating the tenant's claim or enforcing this provision.	
<u>March 24, 2020</u>	<p>Urgency Ordinance No. 20-1406U, Temporary Moratorium on Evictions for Nonpayment of Rent by Residential Tenants and Commercial Tenants, and Temporary Suspension on Residential and Commercial Foreclosures</p> <p>This Moratorium replaced the moratorium in Resolution No. 20-7230</p>	May 31, 2020
<u>April 14, 2020</u>	<p>Urgency Ordinance No. 20-1407U, to amend the temporary moratorium on foreclosures and evictions due to non-payment of rent by residential and commercial tenants impacted by COID-19.</p> <p>Amended the Eviction Moratorium in 20-1406U in its entirety in light of Governor Newsom's Financial Relief Package announced on March 25, 2020.</p>	May 31, 2020
April 22, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-01</p> <p>Pursuant to Section 2:</p> <ol style="list-style-type: none"> 1. Cancellation of non-essential large public events, senior and community programs, and limitations on public access to some City facilities (effective March 12, 2020). 2. Cancellation of P.A.R.K. After School Program (effective March 13, 2020). 3. Closure of City Hall (effective March 16, 2020). 4. Cancellation of Wednesday Farmers Market (effective March 18, 2020) and Friday Farmers Market (effective March 20, 2020). 5. Business License renewal dates extended to May 31, 2020 (effective March 25, 2020). 6. Parking Permit renewal dates extended to May 31, 2020 (effective March 25, 2020). 	shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.

	<ol style="list-style-type: none"> 7. Parking citation unbilled late fees delayed until May 31, 2020 (effective March 25, 2020). 8. Parking citation DMV holds delayed until May 31, 2020 (effective March 25, 2020). 9. Temporary banner permit requirements waived through May 31, 2020 (effective March 25, 2020). 10. Closure of beach and Strand (effective March 27, 2020). 11. Closure of City parks on Easter Sunday (effective April 9, 2020). 	
April 27, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-02</p> <p>Pursuant to section 2:</p> <p style="padding-left: 40px;">The ten cents (\$0.10) per recycled paper carryout bag charged to customers by affected retail establishments provided by Hermosa Beach Municipal Code Section 8.68.040 is hereby suspended.</p> <p>2. All restaurants, snack shops and similar businesses that serve food (and, optionally, groceries) and alcohol via delivery, pick-up or drive-thru shall not provide any alcohol to a customer prior to providing the entire food/meal order; i.e. all alcohol shall be provided to the customer concurrently with the delivery of food. All such establishments shall monitor customers waiting for food to ensure that no one is consuming alcohol on or adjacent to the premises.</p>	shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.
May 14, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-03</p> <p>Pursuant to Section 2:</p> <p style="padding-left: 40px;">Consistent with the provisions of the County Health Officer's May 13, 2020 Revised Order, the beach will be open from 6:00 a.m. to 9:00 p.m. subject to the following:</p> <p style="padding-left: 40px;">a. Only the following limited activities are allowed:</p>	shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be

	<ul style="list-style-type: none"> i. Individual or household ocean activities such as surfing, swimming, kayaking, paddle boarding, and body surfing. ii. Individual or household active recreation and exercise such as walking and running where the participants do not remain in a stationary location. <p>b. The following activities are prohibited:</p> <ul style="list-style-type: none"> i. Sunbathing, sitting, lying on the sand and other stationary activities (such as yoga, calisthenics, or meditation). ii. Picnicking. iii. Use of chairs, canopies or coolers. iv. Biking. v. Group or organized sports such as volleyball. vi. Gatherings or events. vii. Fishing. <p>c. Individuals/households must exit the beach immediately after they recreate.</p> <p>d. All beachgoers must follow the following safety requirements:</p> <ul style="list-style-type: none"> i. Maintain more than 6 feet physical distance from others at all times (except between members of same household). ii. Wear face coverings, when out of the water and around others (except for children under age 2 and children with breathing problems). <p>2. All City parks and the beach are closed daily from 9:00 p.m. to 6:00 a.m.</p> <p>3. The Strand and Pier remain closed.</p>	superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.
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	<p>4. City parking facilities are subject to the following regulations, subject to further modification by the City Manager/Director of Emergency Services as may be required to maintain public safety and order and to enforce the City's emergency orders:</p> <ul style="list-style-type: none"> a. All, or parts of, Lot A, Lot B, Lot C, and Lot D will be closed. b. Temporary short-term parking spaces will be established in Lot A and Lot D. c. Monthly permit parking spaces will be provided in Lot D. d. Temporary parking spaces will be designated at various locations on City streets. <p>5. Consistent with the provisions of the County Health Officer's May 13, 2020 Revised Order, all Lower Risk retail Businesses that sell goods and services to the public may only provide these goods and services to the public via curbside, doorside, or other outdoor or outside pickup, or via delivery. Members of the public are not permitted inside a retail Low-Risk Retail Business. Lower Risk Businesses may set up a table or shade structure in a manner to accommodate pickup, provided that patrons practice social distancing as provided in the May 13, 2020 Revised Order and provided that minimum 5-foot clearance is maintained along public walkways. Outdoor display of merchandise is prohibited.</p> <p>6. In addition to enforcement remedies available to the City as provided in the Hermosa Beach Municipal Code, emergency executive orders issued by the City Manager/Director of Emergency Services and emergency resolutions adopted by the City Council shall be enforceable by way of:</p> <ul style="list-style-type: none"> a. Imposing an administrative citation pursuant to HBMC Chapter 1.10. 	
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	b. Prosecuting a misdemeanor, punishable by a fine of not to exceed one thousand (\$1,000) dollars or by imprisonment for not to exceed six months, or both.	
May 21, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-04</p> <p><u>Pursuant to Section 3.</u> the City Manager and Director of Emergency Services now seeks to extend the duration of the emergency orders listed in Section 5 of Resolution No. 20-7230, as revised and restated below. The following emergency orders are issued effective as of the date set forth below and shall supersede any previous emergency orders inconsistent herewith:</p> <p>A. All restaurants, alcohol beverage establishments and snack shops in the City are hereby ordered closed to onsite patronage; <i>provided, however</i>, that (i) take-out orders and delivery of meals are permitted, provided that take-out orders are picked up by way of a drive-through window or by a single person and the establishment maintains social distance in any necessary queuing of patrons, and (ii) outdoor dining will be permitted upon issuance of and as provided in Executive Order 2020-05.</p> <p>B. All gyms and fitness centers are hereby ordered closed in accordance with the March 16, 2020 Order of the Health Officer of the Los Angeles County Department of Public Health.</p> <p>C. All formal and informal organized and group activities of any size, including but not limited to all games and sports, with the exception of family outings and use of the City's tennis and pickleball courts in accordance with City regulations, are hereby prohibited in all City parks, the beach, Pier Plaza and other public spaces.</p> <p>D. Access to play structures and exercise equipment in all City parks, the beach, and the Greenbelt is hereby prohibited.</p> <p>E. The City shall post signs at all City parks, the Greenbelt, the beach, Pier Plaza and the Strand advising that:</p> <p>I. COVID-19 is known to survive on various surfaces such as children's play equipment, bathroom surfaces, tables, benches, railings and other fixtures, for 72 or more hours;</p>	The Order may be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.

	<p>II. Users of public spaces shall maintain social distance as prescribed by Beach Cities Health District, as provided in Exhibit 1 attached hereto; and</p> <p>III. Users of public spaces with symptoms consistent with COVID-19 infection are encouraged to isolate themselves at home and contact their health care provider, or if they do not have a health care provider, the Los Angeles County Department of Health to assist with receiving prompt diagnosis and care.</p> <p><u>Pursuant to Section 4:</u></p> <p>In addition to the emergency orders listed in Section 3 above, the City Manager and Director of Emergency Services further orders that:</p> <p>A. The enforcement of City street sweeping restrictions suspended on March 16, 2020, as a part of the City's effort to combat COVID-19, shall resume on June 8, 2020.</p>	
May 21, 2020	<p>Resolution No. 7236, Rescinding Portions of Executive Order Nos. 2020-01 and 2020-03 to reopen the Strand:</p> <p><u>Pursuant to Section 2:</u>The Strand is re-open for public use effective 6:00 a.m. on Saturday, May 23, 2020; Section 2, paragraph 10 of Executive Order No. 2020-01 and Section 2, paragraph 3 of Executive Order No. 2020-03 are hereby rescinded.</p>	No expiration date stated.
May 26, 2020	<p>Urgency Ordinance No. 20-1409U, Extending the temporary moratorium on evictions</p> <p><u>Pursuant to Section 2:</u></p> <p>Ordinance No. 20-1407U will remain in effect until July 31, 2020. All other provisions of Ordinance No. 20-1407U remain the same</p>	July 31, 2020.

May 26, 2020	<p>Executive Order No. 2020-05, Implementing a temporary permit for outdoor dining/seating and outdoor retail display to assist in the reopening of restaurants, and food and retail establishments.</p> <p>Pursuant to Section 2:</p> <ul style="list-style-type: none"> A. Established a temporary permit program for outdoor dining/seating. B. Established a temporary permit program to permit City businesses to display merchandise on the street. C. Provisions of HBMC §§ 17.26.050(B), (C), and 17.44.030. 	shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.
June 9, 2020	<p>Urgency Ordinance No. 1410U, Implementing a Temporary Permit for Outdoor Dining/Seating and Outdoor Retail Display to Assist in the Reopening of Restaurants, Food, and Retail:</p> <p>Section 2 reiterates subsection (A) and (C) in Executive Order No. 2020-05 above, and suspends these additional HBMC §§ 17.38.550(B), 12.16.090 and 12.16.100.</p>	No expiration date stated.
June 15, 2020	<p>City Manager/Director of Emergency Services Order No. 2020-06</p> <p>Pursuant to Section 2: The following emergency order shall supersede Section 2, paragraphs 1 and 2 (only as applied to the beach) of Executive Order No. 2020-03:</p> <p>The beach will be open from 6:00 a.m. to 12:00 a.m. subject to the following:</p> <ul style="list-style-type: none"> a. The following activities are allowed: <ul style="list-style-type: none"> i. Individual or household ocean activities such as surfing, swimming, kayaking, paddle boarding, and body surfing. ii. Individual or household active recreation and exercise such as walking and running. iii. Sitting, lying, picnicking or otherwise congregating or engaging in stationary activities (such as yoga, calisthenics, or 	shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.

	<p>meditation on the sand individually or with members of the same household.</p> <p>iv. Use of chairs, canopies or coolers.</p> <p>b. The following activities are prohibited:</p> <p>v. Group or organized sports such as volleyball.</p> <p>vi. Gatherings or events.</p> <p>c. All beachgoers must follow the following safety requirements:</p> <p>i. Maintain more than 6 feet physical distance from others at all times (except between members of same household)</p> <p>ii. Wear face coverings, when out of the water and in contact with others who do not belong to the same household (except for children under age 2 and children with breathing problems).</p> <p>SECTION 3. The following emergency order shall supersede Section 2, paragraph 3 of Executive Order No. 2020-03:</p> <p>The City Pier will re-open on June 15, 2020 for normal operational hours of 6:00 AM to 10:00 PM. Pier users must maintain physical distance, avoid gatherings and wear a face covering when physical distance cannot be maintained.</p> <p>SECTION 4. To the extent inconsistent herewith, the following emergency order shall supersede Section 2, paragraph 5 of Executive Order No. 2020-03 and Section 3, paragraph A of Executive Order No. 2020-04:</p> <p>A. Lower risk retail businesses may open for business in accordance with Appendix B of the June 11 Revised Order.</p>	
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	<p>B. Non-retail lower risk manufacturing and logistics sector business that supply low-risk retail business may open for business in accordance with Appendix C of the June 11 Revised Order.</p> <p>C. Non-essential office-based businesses may open for business in accordance with Appendix D of the June 11 Revised Order.</p> <p>D. Hair salons and barbershops may open for business in accordance with Appendix H of the June 11 Revised Order.</p> <p>E. Art galleries and museums may open for business in accordance with Appendix M of the June 11 Revised Order.</p> <p>SECTION 5. Section 3, Paragraph B of Executive Order No. 2020-04 pertaining to gyms and fitness centers is rescinded and those businesses may re-open in compliance with Gym and Fitness Establishments Protocols (Appendix L) of the June 11 Revised Order.</p> <p>SECTION 6. Notwithstanding the provisions of Section 3, paragraph C of Executive Order No. 2020-04 to the contrary:</p> <p>A. <u>Day Camps and Camp Permits.</u> City run and City-permitted day camps are permitted to resume operations. Camp operators must comply with the Los Angeles County Health Department Day Camp Protocol (Appendix K) and submit the completed protocol checklist to the City prior to issuance of a permit.</p> <p>B. <u>Outdoor Fitness Permits.</u> Outdoor fitness instruction will be permitted to resume only for activities that are specifically allowed within the June 11 Revised Order. Operators must comply with the Los Angeles County Public Health Department Gym and Fitness Protocol (Appendix L) and submit the completed protocol checklist to the City prior to issuance of a permit.</p> <p>SECTION 7. Notwithstanding the provisions of Section 2, paragraph 4 of Executive Order No. 2020-03 to the contrary:</p>	
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	<p>A. Parking Lot A is reopened for use for non-permit holders with a new time limit of 3 hours per day, and for use by monthly permit holders.</p> <p>B. Parking Lot B is reopened for use for non-permit holders.</p> <p>C. Parking Lot D temporary restrictions are removed.</p>	
June 24, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-07</p> <p>Pursuant to Section 2: The following emergency order shall supersede Section 3, paragraph A of Executive Order No. 2020-04:</p> <p>Bars, wineries and brewery tasting rooms may open for business in accordance with Appendix S of the County Health Officer's June 18, 2020 Revised Order.</p>	<p>shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
June 29, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-08.</p> <p>Pursuant to Section 2:</p> <p>Bars, wineries, breweries and wine tasting rooms are closed in accordance with paragraph 7, subsections (b) and (c) of the Revised Order (Revised Order refers to LA County Health June 29, 2020 Health Order)</p> <p>Pursuant to Section 3:</p> <p>Restaurants and food facilities must abide by paragraph 18, subsection (1) of the County Health Officer's Revised Order and Appendix I, to establish a "reservation only" system to notify patrons of seating availability and to allow for the collection of contact information to be utilized for contact-tracing if needed.</p>	<p>shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>

<u>July 1, 2020</u>	<p>Resolution No. __, Temporarily Suspending for the Duration of the Fourth of July Holiday Weekend Specified City Manager Orders and City Council Resolutions</p> <p>Pursuant to Section 2:</p> <p>A. Notwithstanding Section 2(4) of Executive Order No. 2020-03, the following City parking facilities are closed from 12:01 a.m. July 3, 2020 through 5:00 a.m. on the morning of July 6, 2020:</p> <ul style="list-style-type: none"> a. Parking Lot A; and b. Parking Lot B spaces will be reassigned for use by monthly permit holders only. <p>B. Notwithstanding Executive Order No. 2020-05 and any ordinance or permit entitlement to the contrary, all dine-in restaurants in the City shall close for business at 11:00 p.m. each evening until 5:00 a.m. the following morning from July 3, 2020 to and including July 5, 2020.</p> <p>C. Notwithstanding any ordinance or permit entitlement to the contrary, all off-sale alcohol establishments, including but not limited to liquor stores and grocery stores, shall cease all sales of alcoholic beverages at 11:00 p.m. each evening until 6:00 a.m. the following morning from July 3, 2020 to and including July 5, 2020.</p> <p>D. Lower Pier Plaza is closed from 12:01 a.m. through 5:00 a.m. the same morning from July 4, 2020 to and including July 6, 2020.</p>	<p>These are temporary measures and shall expire on the BOLD dates to the left.</p>
<p>July 17, 2020</p>	<p>City Manager/Director of Emergency Services Executive Order No. 2020-09, Implementing Emergency Measures to Temporarily Permit Gyms, Fitness Facilities, Hair Salons and Barbershops to Operate Outdoors During the COVID-19 Crisis.</p> <p>Pursuant to Section 2:</p>	<p>shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly</p>

	<ul style="list-style-type: none"> Hermosa Beach Municipal Code sections 17.26.050(B), 17.44.030 and 17.38.550 are temporarily suspending during the term of City State and LA County COVID-19 emergency orders to temporarily permit gyms, fitness facilities, hair salons and barbershops to operate outdoors. 	<p>terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
July 28, 2020	<p>Urgency Ordinance No. 20-1415U Temporarily Suspending Local Zoning to Permit Specified Businesses to Operate Outdoors, Permit Certain Home occupations to Operate without a Commercial Business Location and Require Members of the Public to wear a Face Covering.</p> <p><u>Pursuant to Section 2.</u> Hermosa Beach Municipal Code Sections 17.26.050 (B), 17.44.030, 17.38.550(B) and 17.08.020(D)(14) regarding uses permitted within commercial zones, off-street parking requirements for commercial and business uses within commercial zones, and home occupation permits are temporarily suspended to allow for the implementation of items A and B below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p> <p>A. Gyms, fitness centers, hair salons, barbershops and personal care establishments (to the extent permitted by the State Board of Barbering and Cosmetology) may operate outdoors to assist in their economic recovery in accordance with the “Outdoor Commercial Uses Operational Standards” attached hereto as Exhibit A and incorporated herein by reference.</p> <p>B. Consistent with the Los Angeles County Health Officer Reopening Protocol for Personal Care Establishment in Appendix R, “personal care services” shall include: nail salons, tanning salons, esthetician, skin care, cosmetology services and massage therapy (in a non-healthcare setting). Electrology, tattooing, microblading, permanent make-up and piercing may not operate outdoors because they are invasive procedures that require a controlled hygienic environment to be performed safely. Mobile or in-home personal care services are not allowed.</p>	<p>The measures adopted in Section 2, are temporary and shall continue during the term of the City, State and Los Angeles County COVID-19 emergency orders</p> <p>No specific expiration date set for Section 3.</p> <p>No specific expiration date set for Section 4.</p>

	<p>C. Professional offices, including but not limited to the healing arts, law, accounting, real estate, clergy, insurance and similar professional or semiprofessional offices may render their services from their residence with a home occupation permit regardless if they comply with Municipal Code section 17.08.020(D)(14), to allow them to continue to operate and pursue their livelihoods while complying with California and Los Angeles County Health orders in response to COVID-19.</p> <p><u>Pursuant to Section 3.</u> The following emergency measures are adopted:</p> <p>A. All persons shall wear a face covering over both the nose and mouth whenever they are present in the following locations within the City:</p> <ul style="list-style-type: none"> a. The Beach. b. Downtown Hermosa Beach, defined as (i) the area bounded by the southerly edge of the 10th Street right-of-way on the south, the northerly edge of the 14th Street right-of-way on the north, the easterly edge of the Strand on the west and the easterly edge of the Hermosa Avenue right-of-way on the east, and (ii) Upper Pier Avenue (inclusive of sidewalks) from Hermosa Avenue to Valley Drive. c. The Greenbelt. d. All City parks. e. Pier Plaza. f. The Strand. <p>B. All persons shall wear a face covering over both the nose and mouth whenever they leave their place of residence and are or can be in contact with or walking near or past others who are non-household members in both public and private places whether indoors or outdoors, in all locations in the City other than those locations described in and subject to the proscription set forth in paragraph A of this Section 3.</p> <p>C. Paragraphs A and B of this Section 3 shall not apply to:</p> <ul style="list-style-type: none"> a. Persons younger than two years old; 	
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	<p>b. Persons who have been instructed by a medical provider not to wear a face covering due to a medical condition, mental health condition, or disability that prevents wearing a face covering;</p> <p>c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication;</p> <p>d. Persons who are swimming or engaged in other water-based activities; and</p> <p>e. Healthcare workers, first responders, and others whose work requires close contact with people who are ill.</p> <p>D. For purposes of this Ordinance, “face covering” shall mean: fabric coverings, such as cloth masks, scarves, bandanas, tightly woven fabric such as cotton t-shirt, and some types of towels that cover the nose and mouth. Medical-grade masks and N-95 respirators are not required.</p> <p>E. Persons who are seated at a restaurant or other establishment that offers food or beverage service shall wear a cloth face covering over both the nose and mouth unless they are eating or drinking.</p> <p>F. With respect to persons on the beach, this Ordinance supersedes Section 2(c)(ii) of City Manager Executive Order No. 2020-06.</p> <p>G. The provisions of this Section 3 shall be enforced by way of issuance of administrative citations pursuant to HBMC Chapter 1.10.</p> <p><u>Pursuant to Section 4.</u> In addition to enforcement remedies available to the City as provided in the Hermosa Beach Municipal Code, emergency executive orders issued by the City Manager/Director of Emergency Services and confirmed by City Council, and emergency ordinances, orders and resolutions adopted by the City Council shall be enforceable by way of:</p> <p>A. Imposing an administrative citation pursuant to HBMC Chapter 1.10.</p>	
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	B. Prosecuting a misdemeanor, punishable by a fine of not to exceed one thousand (\$1,000) dollars or by imprisonment for not to exceed six months, or both.	
July 28, 2020.	<p>Urgency Ordinance No. 2020-1414U, Extending the Temporary Moratorium on Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2.</u> Paragraphs A, D, and F of Section 3 of Ordinance No. 20-1407U are amended to read as follows:</p> <p>A. During the moratorium period declared in response to COVID-19, no landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19. The moratorium period is March 16, 2020 through September 30, 2020.</p> <p>D. This ordinance applies to nonpayment eviction notices and unlawful detainer actions based on such notices, served or filed during the moratorium period.</p> <p>F. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the moratorium period and the tenant must repay within six months of the expiration of the moratorium period. A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this ordinance through the eviction process. A landlord shall not commence an eviction during the six months after the end of the moratorium period so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period. Nonpayment of rent in accordance with the terms of this ordinance shall not be grounds for eviction of a tenant even after expiration of the moratorium period. To the extent it applies, this ordinance is intended to be more restrictive than Civil Code Section 1946.2 by further limiting the reasons for termination of a residential tenancy during the six month repayment period. Landlords are strongly encouraged to offer payment plans to tenants after the moratorium period, which may go beyond the six month repayment period upon mutual written agreement of the parties. If mutually agreed upon in writing between the parties, Tenants may draw down on a security deposit</p>	September 30, 2020

	<p>during the repayment period to pay back rent and such security deposit shall be replenished by the end of the six month repayment period or longer.</p> <p><u>Pursuant to Section 3.</u> Paragraphs A and D of Section 4 of Ordinance No. 20-1407U are amended to read as follows:</p> <p>A. During the moratorium period declared in response to COVID-19, no commercial landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant's businesses is subject to the Orders referenced in Section 1 above or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. The moratorium period is March 16, 2020 through September 30, 2020.</p> <p>D. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after the expiration of the moratorium period and the tenant must pay within six months of the expiration of the moratorium period. A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this ordinance, through the eviction process during or after the moratorium period. A landlord shall not commence an eviction during the six months after the end of the moratorium period for non-payment of rent, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period. Nonpayment of rent in accordance with the terms of this ordinance shall not be grounds for eviction of a tenant even after expiration of the moratorium period. Landlords are strongly encouraged to offer payment plans to tenants after the period of local emergency, which may go beyond the six month repayment period upon mutual agreement of the parties.</p> <p><u>Pursuant to Section 4.</u> Paragraph A of Section 5 of Ordinance 1407U is amended to read as follows:</p>	
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	<p>A. For mortgagors that are not eligible for financial relief under Governor Newsom's Financial Relief Package found at: https://www.gov.ca.gov/2020/03/25/governor-gavin-newsom-announces-major-financial-relief-package-90-day-mortgage-payment-relief-during-covid-19-crisis/, no foreclosure action against a property owner shall be initiated or proceed during the moratorium period in the City of Hermosa Beach for any mortgagor with a demonstrated financial impact related to COVID-19. Nothing in this ordinance shall relieve the mortgagor of liability for any unpaid mortgage payments, which the mortgagee may seek after expiration of the moratorium period and the mortgagor must pay within six months of the expiration of the moratorium period unless a different time is agreed to between the parties. A mortgagee may not charge or collect a late fee or penalty for payments that are delayed for the reasons stated in this ordinance. The respective rights and obligations of the parties in any foreclosure proceeding shall be adjudicated in the appropriate court of law with jurisdiction over the matter at the conclusion of the moratorium period or rescission of this ordinance. The moratorium period is March 16, 2020 through September 30, 2020.</p> <p><u>Pursuant to Section 5.</u> Section 6 of Ordinance No. 1407U, which was further amended through Ordinance No. 1409U, is amended in its entirety to read as follows:</p> <p>In order to prevent inconsistencies, the Director of Emergency Services may suspend the effectiveness of any provision in this ordinance in the event that the President of the United States, Congress, Governor of the State of California or California State Legislature or other body with jurisdiction adopts an order or legislation that similarly prohibits evictions and foreclosures for failure to pay rent by individuals impacted by the COVID-19 crisis.</p>	
August 13, 2020	<p>City Manager\Director of Emergency Services Executive Order No. 2020-10, Implementing Emergency Measures to Temporarily Permit Places of Worship to Operate outdoor During the COVID-19 Pandemic.</p> <p><u>Pursuant to section 2.</u> The provisions of Hermosa Beach Municipal Code Sections</p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council.</p>

	<p>17.26.050 (B), 17.44.030, 17.38.550(B) and 17.40.020 regarding uses permitted within commercial zones, off-street parking requirements and uses for which a conditional use permit is required are hereby temporarily suspended, to the extent they conflict with this Order, to allow for the implementation of item A below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p> <p style="padding-left: 40px;">A. Places of worship and providers of religious services and cultural ceremonies (referred to collectively as “Places of Worship”), may operate outdoors in accordance with Appendix F of the County’s July 18th Order, as that protocol may be updated from time to time by the County Health Officer.</p>	<p>The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
<p>August 25, 2020</p> <p>(Not yet Agendized)</p>	<p>Urgency Ordinance No. __, to Temporarily Permit Places of Worship to Operate Outdoors During the COVID-19 Pandemic.</p> <p><u>Pursuant to section 2.</u> The provisions of Hermosa Beach Municipal Code Sections 17.26.050 (B), 17.44.030, 17.38.550(B) and 17.40.020 regarding uses permitted within commercial zones, off-street parking requirements and uses for which a conditional use permit is required are hereby temporarily suspended, to the extent they conflict with this Ordinance, to allow for the implementation of item A below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p> <p style="padding-left: 40px;">A. Places of worship and providers of religious services and cultural ceremonies (referred to collectively as “Places of Worship”), may operate outdoors in accordance with Appendix F of the County’s Health Officer Order, as that protocol may be updated from time to time by the County Health Officer.</p>	<p>On a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p>

August 25, 2020	<p>City Manager Executive Order No. 2020-___, Implementing Temporary Lane Closures on Hermosa Ave. to Facilitate Outdoor Recreation and Economic Recovery in Accordance with Health officer Orders for Control of COVID-19</p> <ol style="list-style-type: none"> 1. Beginning August 20, 2020, the City in consultation with the City's traffic consultant, may temporarily close to vehicular traffic the northbound and southbound # 2 travel lanes (closest to the curb) on Hermosa Avenue from the 800 block at 8th Street to the 1300 block at 14th street. Lane closures will continue for 6 months following the complete implementation of the traffic control measures approved by the City Council on Aug. 11, unless the closures are extended for a longer period or sooner terminated by the City Council or Director of Emergency Services. 2. Beginning Aug. 20, 2020, the City in consultation with the City's traffic consultant, may temporarily close to vehicular traffic the right turn lanes from westbound Greenwich Village to northbound Hermosa Ave. and the part of Hermosa Ave. immediately adjacent to 2626 Hermosa Ave. The lanes may remain closed until Jan 13, 2021, unless the closures are extended for a longer period or sooner terminated by the City Council. 3. The City shall post signs giving notice of these temporary measures. 4. Use of the closed lanes or parking spaces for any commercial purpose requires a Temporary Permit for Outdoor Dining/Seating and Outdoor Retail Display, as set out in the recitals of this Order. 	The duration of each measure is specified in BOLD to the left.
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SEPTEMBER 8, 2020 CITY MANAGER COVID-19 UPDATE

Please note that statement delivered during Council Meeting may vary due to frequent changes in COVID-19 information and restrictions.

We thank all of you who followed Public Health Orders over the Labor Day weekend by avoiding parties, wearing face coverings when you went out, washing your hands and staying home if you were ill. Your continued efforts will make a difference in reducing the number of new COVID-19 diagnoses in our County and allowing us to move forward safely in re-opening additional business sectors, schools and recreational amenities.

With the hot weather, our beach and downtown were busy. We had additional Hermosa Beach Health Enforcement Officers working over the weekend to protect public health. They were busy enforcing the urgency ordinance the Council enacted on July 28 that requires face coverings at all times in Downtown, all City parks, on the Strand, Pier Plaza, the Greenbelt and the beach when out of the water. These are places where it is often not possible to maintain the 6 feet of physical distance at all times from others who aren't members of your household – as is required by public health orders.

The City's urgency ordinance imposed administrative fines for violations, which are \$100 for the first offense, \$200 for a second offense and \$500 for all subsequent offenses within a 12-month period. Over the three-day Labor Day weekend, the Health Enforcement Officers contacted 346 people. They distributed 100 masks and issued 221 citations.

Before and throughout the weekend, we also had extensive news coverage of the face covering requirements and enforcement to help remind residents and visitors to wear their masks in Hermosa Beach. If people missed the news accounts, they could see one of the more than 250 signs and decals posted around town by our City Staff about the face covering requirements. We have street banners over Pier Avenue and Pier Plaza and banners at our busiest parks. We have messages on our mobile changeable message boards. We have signage on the sidewalks, on the Strand, and Pier Plaza, as well as yard signs at other busy locations throughout the City.

We also have a dedicated page on our website that has information about wearing face coverings and the City's face covering requirements. It can be accessed at hermosabeach.gov/facecoverings. This page is also linked in multiple locations on our website, including the page banner and home page.

As we continue our path to recovery, we are pleased to announce that the Hermosa Beach Skate Park will re-open on Monday, September 14, with new protocols in place to help prevent the spread of COVID-19. Current Skate Park members will be able to use it

for limited periods of time. All will be required to follow the Public Health Orders requiring face coverings and social distancing, and there will be additional steps to sanitize the site. For more information, please visit our website: hermosabeach.gov/skatepark.

For our business community, we are continuing to work with restaurants and retail outlets so that they can safely operate outside, as required by public health orders. We are moving ahead with the implementation of the temporary closures of one lane of traffic on each side of Hermosa Avenue to accommodate outdoor dining, services and retail during the pandemic. The City Council approved these temporary closures, and we will provide proposals later tonight for making similar changes to help businesses on Pier Avenue in Downtown Hermosa Beach.

We also responded to requests from local businesses by issuing supplemental guidance for temporary outdoor business permit holders. We provided guidance on the overnight storage of furniture and use of overhead power sources to provide lighting. The local businesses had asked to enhance their temporary outdoor spaces with more durable furniture that can be secured and left out overnight and for increased lighting for diners as the days get shorter in the fall.

Local business owners can view the [Supplemental Temporary Outdoor Permit Guidelines](#) on the City's website, and contact the City with any questions or proposed changes to outdoor spaces based on this new guidance.

We also want to remind businesses, tenants and landlords that Hermosa Beach's emergency moratorium on all residential and commercial evictions for tenants who experience COVID-19 related disabilities to pay rents remains in effect.

The City Council enacted the moratorium to protect tenants experiencing a loss of income because of the pandemic. To avoid eviction, tenants must notify landlords in writing and provide documentation within 30 days of when rent is due. Commercial tenants experiencing only a partial loss of income are required to pay a pro-rata share of rent corresponding to reduced income. The rent is still due after the local emergency declaration ends. It must be repaid within 6 months of the local emergency's expiration. We are pleased to see some of our local hair salons and barbershops beginning to reopen after the Los Angeles County Department of Public Health, in consultation with the Board of Supervisors, announced last Wednesday that it had revised the Health Officer Order to allow for limited indoor operations of hair salons and barbershops.

Hair salons and barbershops are able to re-open for indoor services at 25% of their indoor occupancy provided they are in full compliance with the [Health Officer's protocols for hair](#)

[salons and barbershops](#). The Order encourages these businesses to continue outdoor operations when possible and to offer indoor operations for those services that cannot be provided outdoors.

Resuming business operations safely is essential to our local economy and the quality of life we all enjoy in Hermosa Beach. We thank our local businesses who are striving to operate safely, and our visitors and residents who are following the public health protocols. By doing our part, all of us can contribute to lower infection rates and that will help our children safely return to their classrooms and our extended families to safely celebrate holidays together again. Thank you!



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

20-0585

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020**

WRITTEN COMMUNICATION

Recommended Action:

Staff recommends that the City Council receive and file the written communication.

Attachments:

Emails from Tony Higgins dated August

From: [tony higgins](#)
To: [Eduardo Sarmiento](#)
Subject: Fwd: What a surprise... less than stellar mask and group activities ban performance
Date: Thursday, August 27, 2020 8:22:39 PM

Dear Mr. Sarmiento

Written communication to council

Thanks as always.

Dear Council,
Dear City Manager,

Subj: Surprise... less than stellar citywide mask and group activities ban performance

I can't believe one council members expressed surprise at less than stellar mask and group activities ban performance citywide.

He offered an amendment to handcuff and occlude it by not making Mask Enforcement citywide.

But that's just the tip of the iceberg.

Bottom line is neither the group activities ban that can't be enforced without a misdemeanor ticket NOR the mask laws are working effectively.

Signage is a mess.

It's hard and slightly ingenuous to rely on education to fix our mask and group activities problems when you can't or won't get the signage right.

Mask Required & Group Activities Ban Signs are not posted consistently on strand, beach or the greenbelt.

Inconsistency reproduces and multiplies and a failure to provide effective oversight has consequences.

Want to understand the root of the problem.... look in the mirror.

Anthony Higgins

From: [tony higgins](#)
To: [Kelly Orta](#); [Eduardo Sarmiento](#)
Subject: Fwd: Recap of group activities and unmasked activities at Valley Park this morning
Date: Saturday, August 29, 2020 8:25:19 PM
Attachments: [image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[View recent photos.png](#)

Should have cced you Ms Orta.

Dear Mr Sarmiento,

Another written communication to council and parks commission

Start:

From: tony higgins <tony.higgins123@gmail.com>
Date: August 29, 2020 at 8:02:46 PM PDT
To: Suja Lowenthal <suja@hermosabeach.gov>, Mayor Campbell
<mcampbell@hermosabeach.gov>, Paul LeBaron <plebaron@hermosabeach.gov>
Cc: City Council <citycouncil@hermosabeach.gov>, Parks Commission
<dg_parksrecommission@hermosabch.org>, Michael Jenkins
<MJenkins@localgovlaw.com>
Subject: Fwd: Recap of group activities and unmasked activities at Valley Park this morning

Dear Mayor Campbell,
Dear Ms Lowenthal,
Dear Chief LeBaron

This morning I sent you an email assessing the effectiveness of the group activities ban and mask enforcement at Valley Park with the flag football, the exercise classes etc.

This evening I walked the strand from 26th street to pier avenue.

The number of group activities on the beach was simply overwhelming. Masks on the beach were virtually non-existent.

The fact that there were so many large group activities centered around volleyball courts and beach tennis made me wonder who is in charge and what are these volleyball and beach tennis nets doing up doing up in the first place.

I provide numerous pictures below.

As I said mask compliance on the beach is virtually non-existent running at less than 2%

Group activities on the beach are everywhere.

You wouldn't know there was a ban on Beach group activities or a requirement to wear

Masks because even at this late date there are still no group activities ban or masks required signs posted ANYWHERE north of Pier Avenue.

What is happening is crazy.

The city is totally out of control related to its Covid safety protocols and if you can't see it it's because you don't want to confront it.

It should be clear that if you continue down this course you will get more economic loss, more death, more infections more infections and more Covid hospitalization.

If you continue down the course you are on you are perpetuating a sham and a fraud on the citizens of Hermosa Beach.

If you continue down the same path you are saying to our overwhelmed health care workers and vulnerable populations we don't give a damn about you.

I still believe we should draft our salaried managers and directors and get them working extra hours to engage, encourage and cajole our residents and visitors to resist the temptation to engage in illegal group activities on our beaches and to wear masks. See earlier email for detail.

But after walking down the strand todayIt's clear the situation is totally out of control vis a vie Covid Safety Protocols.

You must send a clear and unambiguous message NOW by closing the beach and strand else just abandon the Covid Safety Protocols entirely and inform the general public the city does not have the wherewithal to protect our vulnerable populations and our health care workers

If you aren't going to do close the beaches and strand at least have the courage to say you can't manage the situation.

Here are some pictures I took on the beach this afternoon. They drive home my point.



No one wearing a mask.

Volleyball being played everywhere.

What are the nets doing up in the first place? Don't the police Cruise up and down the beach every hour or so?

And can't you see that volleyball is a high risk activity. When someone spikes a ball you are fact to face Inches apart trying to block it. It's heavy exertion. Droplets are flying. High fives and constantly touching the ball. I saw several volleyball players licking their fingers. You would think they were trying to throw a curve ball.

Crazy insane!



27th Street. No masks





It one mask



No masks!!!!



Different group... no masks.... open alcohol.



Further down the beach towards the pier more volleyball



August 29, 2020
Hermosa Beach - Valley Park

Totem pole court. More volleyball. Once again why is the police allowing these nets. They should be confiscated No?



Beach Tennis courts???? Why are the nets up? Why haven't they been removed.



And the idea that people are going to pull up their mask except when they are shoveling food into their mouths or sipping their drinks is utterly absurd. You know this will never happen yet you continue to expand outdoor dining.

The beach strand parks and greenbelt must be closed for a week or two to send the message the city isn't messing around with it's Covid safety protocols - that or just abandon the the effort and tell vulnerable populations and health care workers there is nothing you can do for them.

But don't lie by mischaracterizing the situation

Sincerely AH

Begin forwarded message:

From: tony higgins <tony.higgins123@gmail.com>
Date: August 29, 2020 at 10:27:03 AM PDT
To: Suja Lowenthal <suja@hermosabeach.gov>, Kelly Orta <korta@hermosabeach.gov>
Cc: Mayor Campbell <mcampbell@hermosabeach.gov>, City Council <citycouncil@hermosabeach.gov>, Parks Commission <dg_parksreccommission@hermosabch.org>, Paul LeBaron <plebaron@hermosabeach.gov>
Subject: Recap of group activities and unmasked activities at Valley Park this morning



Above - Group of young adolescents playing full contact flag football.

While some studies have shown that asymptomatic young children 2-7 years of age may not spread Covid effectively there have been no studies that show that as kids approach adolescent they do not transmit Covid just as effectively as asymptomatic adults. In fact some studies have confirmed asymptomatic adolescent children transmit Covid just as effectively as adults

You may say well they are outside so what's the risk.

If so you obviously don't understand football.

The kids push off and block each other. When they are winded and breathing hard they still huddle up after each play exchanging high fives, droplets and aerosols face to face in close proximity

Physical Contact spreads droplets and snot everywhere.

And the fact that none of the adults or coaches were wearing masks sets a totally unacceptable example.



Here, this morning we have a group of 8 or so 25-40 year old young men doing wind sprints. No one wearing masks. What group activities ban???

What mask requirement???



Here we have a group of young men and women

Group activities ban????

And no one is wearing masks,,,

Here is the thing.

It's common knowledge that Saturday morning is a peak period for group activities at valley park.

Where is the enforcement.

2nd thing. If you are not going to enforce these laws what is the point of having them. To make yourselves feel less accountable for the death and suffering? All you are doing by not enforcing is dragging out both the death and suffering and the economic loss.

You have to walk down one side or the other. Enforcement or just open

things up and and try for herd immunity as quickly as possible

Walk down the middle of the road and set us up for a Covid rollercoaster ride where both economic loss and loss of life and suffering is maximized.

Is that what you want?

Sincerely AH



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

20-0576

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020**

**UPDATES FROM CITY COUNCIL AD HOC SUBCOMMITTEES
AND STANDING COMMITTEE DELEGATES/ALTERNATES**



Staff Report

Staff Report

REPORT 20-0571

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020**

CITY COUNCIL MEETING MINUTES

Recommended Action:

Staff recommends that the City Council approve the following minutes:

1. April 30, 2020 Adjourned Regular Meeting (COVID-19 Town Hall)
2. August 25, 2020 Regular Meeting

Due to staffing shortages in the City Clerk's office, the following minutes will be provided as soon as they become available.

1. April 28, 2020 Regular Meeting
2. May 12, 2020 Regular Meeting
3. May 21, 2020 Special Meeting
4. May 26, 2020 Special Meeting
5. June 9, 2020 Regular Meeting
6. June 23, 2020 Special Meeting

Respectfully Submitted by: Eduardo Sarmiento, City Clerk

Approved: Suja Lowenthal, City Manager



Hermosa Beach City Council Virtual

Town Hall Meeting Minutes

Tuesday, April 30, 2020

Virtual Town Hall Meeting 6:00 P.M.

Virtual Meeting via Zoom

City Council

Mary Campbell, Mayor

Justin Massey, Mayor Pro Tem

Stacy Armato, Councilmember

Michael Detoy, Councilmember

Hany Fangary, Councilmember

City Council members of the City of Hermosa Beach met via a virtual town hall meeting held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom March 17, 2020 on the above date.

WELCOME AND INTRODUCTIONS BY MAYOR PRO TEM JUSTIN MASSEY

Mayor Pro Tem started the meeting by thanking and welcoming everyone to the Hermosa Beach Virtual Town Hall to discuss the city's COVID-19 response and recovery efforts. Mayor Pro Tem Massey communicated that he would moderate the meeting and shared remarks pertaining to the meetings structure. He explained that questions have been submitted in advance and will be addressed by the panel. And a second round of questions will be taken live during the Town Hall meeting. He added that the panel will address eleven different topics based on the questions submitted to the city. Those topics are:

1. Beach Activity
2. Testing
3. Easing of public health orders
4. Business recovery and reopening
5. Financial assistance and relief
6. Open streets
7. Mental and physical health

8. Recreational facilities
9. Honoring essential workers
10. Face coverings
11. Future events

Mayor Pro Tem Massey then introduced the speakers for the meeting who provided opening remarks prior to taking questions:

- Hermosa Beach Mayor Mary Campbell
- City Manager Suja Lowenthal
- Chief of Police Paul LeBaron
- Dr. William Kim (Chief Medical Advisor to Beach Cities Health District)

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link. [4-30-20 Town Hall Meeting.](#))

OPENING REMARKS

Mayor Campbell began her opening remarks by thanking all front line and essential workers for their tireless efforts during this difficult time. She also thanked city staff and all community members for adhering to the health orders. She stressed the importance of continuing the efforts to follow public health guidelines in order to slow the spread and continue to save lives. She touched on the efforts of City Council and staff to assist during this time through the implementation of the eviction moratorium while the current situation stabilizes. The City has also taken multiple steps to assist local business by waiving certain fee's and residents by canceling street sweeping citations.

City Manager Suja Lowenthal thanked the Mayor and Council for their leadership. She also thanked staff, and residents for sticking together during these difficult times. She then shared the multiple collaborative efforts being conducted with local, County, and State officials to navigate this unique situation. She described the steps being taken in order to comply with local health orders by canceling city events and closing City Hall. Ms. Lowenthal then shared the expected budgetary impacts and shortfalls caused by the pandemic, and the actions being taken by both Council and staff to mitigate budgetary impacts.

Police Chief LeBaron began by thanking Council, staff, and the entire Hermosa community for the warm welcome. He also thanked the community for all the kind gestures from food donations, masks, and other needed items, but he was most thankful for the community complying with the public health orders. He shared how the communities concerted efforts decrease the dangers faced by the men and woman of the Hermosa Beach Police department. He then shared some highlights of the continued police work and successes even during this pandemic. He closed his comments by encouraging all residents to continue to stay vigilant of crime even during this crisis.

Dr. Kim began by giving an overview of the number of COVID-19 cases in some of the neighboring South Bay cities. He shared he various resources available to impacted community members and emphasized the need to monitor and maintain good mental health during this difficult time. Dr. Kim then shared the testing efforts and differences in test being conducted in response to COVID-19. He shared the importance of continuing to follow the health orders to slow the spread in order to chart a path to opening and returning to some sense of normalcy.

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link. [4-30-20 Town Hall Meeting.](#))

QUESTION AND ANSWER TOPICS (QUESTIONS SUBMITTED IN ADVANCE)

Mayor Pro Tem Massey began facilitating the question and answer portion of the meeting on questions that had been submitted in advance of the town hall. The questions submitted related to the eleven topics Mayor Pro Tem described in his opening remarks. The panel collaboratively and thoughtfully took turns answering questions and providing as much detail as possible.

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link. [4-30-20 Town Hall Meeting.](#))

QUESTION AND ANSWER TOPICS (QUESTIONS SUBMITTED DURING TOWN HALL)

Mayor Pro Tem Massey then began reading the questions that had been submitted live during the town hall. Again, the panel worked collaboratively based on each unique question to provide thorough and concise answers to the submitted questions from community members and stakeholders.

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link. [4-30-20 Town Hall Meeting.](#))

CLOSING REMARKS

Mayor Pro Tem Massey thanked the panelist and community members for their participation in the town hall. He communicated that if a question was not addressed during the town hall, city staff would do their best to get a response to each person who submitted. He encouraged all residents to stay abreast of all the latest information being provided by local, County, State, and National officials.

Mayor Campbell shared a link for those looking to volunteer and give back to the community. She closed by thanking everyone who participated and helped organize the town hall. She also encouraged everyone to stay engaged, stay positive, and support your local businesses and community members.

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link. [4-30-20 Town Hall Meeting.](#))

Eduardo Sarmiento, City Clerk



Hermosa Beach City Council Regular Meeting Minutes

Tuesday, August 25, 2020

Closed Session 5:00 P.M Regular Session 6:00 P.M.

Virtual Meeting via Zoom

City Council

Mary Campbell, Mayor

Justin Massey, Mayor Pro Tem

Stacy Armato, Councilmember

Michael Detoy, Councilmember

Hany Fangary, Councilmember

I. CALL TO ORDER

The City Council Regular Meeting of the City of Hermosa Beach met via a virtual meeting held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom March 17, 2020 on the above date. Meeting was called to order by Mayor Campbell at 6:15 p.m.

II. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led Mayor Campbell

III. ROLL CALL

Present: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

IV. CLOSED SESSION REPORT

City Attorney Michael Jenkins provided his Closed Session report. He stated Closed Session was called to order at 5 p.m. and there were no public comments on the closed session agenda. He added that no items were added to Closed Session, there were no reportable actions taken.

V. ANNOUNCEMENTS

Mayor Campbell shared some announcements regarding COVID-19 infections and death rates trending downward in the last few weeks, and the need to continue to adhere to local and County required health orders. She also shared announcements related to the eviction moratorium and money that has been made available by the Los Angeles County Board of Supervisors for COVID-19 rent relief. The Mayor then shared that Hermosa Beach will be participating in the Wyland Nation Water conservation challenge. In closing the Mayor congratulated Councilmember Detoy for his recent appointment as Fire Station Captain. (Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link. [8-25-20 City Council Meeting](#))

VI. APPROVAL OF AGENDA

MOTION: Councilmember Armato moved to approve the agenda, seconded by Councilmember Detoy. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Mayor Pro Tem Massey, and Mayor Campbell

VII. PROCLAMATIONS / PRESENTATIONS

Emergency Response Manager Brandy Villanueva introduced the Fire Department Staff of Crew 100 A shift. One by one each available member introduced themselves to the Hermosa community.

Brandy Villanueva provided a report on the Los Angeles County Fire Services and McCormack Ambulance semi-annual update. (Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link. [8-25-20 City Council Meeting](#))

VIII. CITY MANAGER REPORTS

City Manager Lowenthal began by having City Attorney Michael Jenkins describe the recent agenda modifications to the City Council. She then provided a report to the City Council regarding COVID-19 response and reiterated some important points brought up by Mayor Campbell in preparation of the Labor Day holiday. She detailed the various steps being taken to continue to educate and enforce face coverings for the safety of the entire Hermosa community. She also described the Urgency Ordinance that will be considered by the City Council to temporarily permit outdoor church worship services and additional outdoor dining facilitation. The Ordinance will also align Hermosa Beach with public health protocols for churches to operate outdoors. She then briefed the City Council on the current police recruitment efforts, and closed by providing an update on

the City Hall audio visual improvement project. (Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting](#).)

IX. PUBLIC COMMUNICATIONS/ORAL AND WRITTEN COMMUNICATIONS

The following people provided public comment:

1. Ryan Delaney
2. Robert Aranoff
3. Joseph Misuley
4. Sarah Johnson
5. Isreal Campbell

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting](#).)

X. CITY COUNCIL COMMENTS

a. UPDATES FROM CITY COUNCIL AD HOC SUBCOMMITTEES AND STANDING COMMITTEE DELEGATES/ALTERNATES

Mayor Campbell commented and provided clarification aimed at addressing some of the topics brought up during public comment, including playgrounds, and small crimes. Both City Manager Suja Lowenthal and Police Chief Paul LeBaron elaborated on both playgrounds and small crimes concerns that were highlighted during public comment. The Mayor then addressed face coverings and how Hermosa is complying with County Health orders. Mayor Campbell also shared updates from her Parks and Recreation subcommittee she attended with Councilmember Armato regarding naming policy for city facilities and property. She closed by mentioning a Regional Water Board meeting regarding MS4 permit compliance on September 10, 2020 and a desire to get municipal input regarding this topic.

Mayor Pro Tem Massey briefly commented on face coverings. He emphasized the importance of wearing face coverings in order to protect front line responders in the medical field, businesses, and the overall health and safety of Hermosa Beach residents.

Councilmember Detoy shared information on the upcoming sister city event which will be raising funds for the Sister City Association. He added that Hermosa's sister city in Loreto continues to push forward with their programing which includes paramedic training, firefighter needs, and student exchanges, orphanage support, and more.

Councilmember Fangary providing comments also addressing some concerns expressed during public comment. He stated that Hermosa Beach is following County

directives who has a team of experts that provide guidelines for the health and safety of all who reside in Los Angeles County. He encouraged all residents to continue to adhere to the County health orders in order to reopen and get back to activities we miss like enjoying parks. He also commented on for code enforcement to ensure compliance in newly opened outdoor dining areas to protect pedestrians. He added that he would like to see a report on increased use of motorized bikes and steps being to address this increase. (Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting](#))

XI. CONSENT CALENDAR

Councilmember Armato asked that item 11g be pulled from the consent calendar for separate consideration.

Mayor Pro Tem Massey asked that item 11c be pulled from the consent calendar for separate consideration.

Mayor Campbell asked that item 11f be pulled from the consent calendar for separate consideration.

MOTION: Councilmember Armato moved to approve the balance of the consent calendar, seconded by Mayor Pro Tem Massey. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

a. CITY COUNCIL MEETING MINUTES

b. CREATION OF A FEMA/Cal OES FUND AND A CARES ACT FUND TO ACCOUNT FOR REIMBURSEMENTS, REVENUE AND EXPENDITURES RELATED TO THE COVID-19 PANDEMIC

c. APPROVAL OF REVISED DEBT MANAGEMENT POLICY

Item pulled from Consent Calendar by Mayor Pro Tem Massey for separate discussion.

d. CHECK REGISTERS

e. MEMORANDUM REGARDING REVENUE AND EXPENDITURE REPORTS, CIP REPORT BY PROJECT, CITY TREASURER'S REPORT AND CASH BALANCE REPORT FOR JULY 2020

f. CAPITAL IMPROVEMENT PROGRAM STATUS REPORT

Item pulled from Consent Calendar by Mayor Campbell for separate discussion.

g. AGREEMENT FOR EMERGENCY POLICE DISPATCH SERVICES

Item pulled from Consent Calendar by Councilmember Armato for separate discussion.

h. ACTION SHEET OF THE PLANNING COMMISSION MEETING OF AUGUST 18, 2020

i. PLANNING COMMISSION TENTATIVE FUTURE AGENDA ITEMS

j. REVIEW OF SUBMITTAL OF THE 2019 HERMOSA BEACH HOUSING ELEMENT ANNUAL PROGRESS REPORT

k. FINAL MAP NO. 82330 (C.U.P. CON NO. 18-7, PDP NO. 18-10) LOCATION: 220-222 27TH STREET APPLICANT/PROPERTY OWNER: IRVING M. LEVINE, TRUSTEE OF THE IRVING M. LEVINE LIVING TRUST C/O MIKE LEVINE REQUEST: APPROVE FINAL PARCEL MAP 82330 FOR A TWO-UNIT DETACHED RESIDENTIAL CONDOMINIUM PROJECT

l. LOS ANGELES COUNTY FIRE SERVICES AND MCCORMICK AMBULANCE SEMI-ANNUAL REVIEW

m. SOUTH BAY WORKFORCE INVESTMENT BOARD QUARTERLY SUMMARY

XII. ITEMS REMOVED FROM THE CONSENT CALENDAR FOR SEPARATE DISCUSSION

XIc. APPROVAL OF REVISED DEBT MANAGEMENT POLICY

Mayor Pro Tem Massey asked a question to Finance Director Viki Copeland regarding the addition of definition to short and long term debt in the revised policy.

Finance Director Viki Copeland provided a response to Mayor Pro Tem Massey's question.

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting.](#))

MOTION: Mayor Pro Tem Massey moved to approve staff recommendation, seconded by Councilmember Armato. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

Xif. CAPITAL IMPROVEMENT PROGRAM STATUS REPORT

Mayor Campbell asked a clarifying question to Public Works Director Marnell Gibson on how the report should be read when looking at identification markers for projects.

Public Works Director Marnell Gibson elaborated on the markers and how they should be interpreted.

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting.](#))

MOTION: Mayor Pro Tem Massey moved to approve staff recommendation, seconded by Councilmember Armato. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

XIg. AGREEMENT FOR EMERGENCY POLICE DISPATCH SERVICES

Councilmember Armato shared that she pulled the item to highlight the service benefits and financial savings with this agreement. She then thanked staff for their efforts in collaborating with neighboring cities to make this agreement happen.

MOTION: Councilmember Armato moved to approve staff recommendation, seconded by Mayor Campbell. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting.](#))

XIII. PUBLIC HEARINGS – TO COMMENCE AT 6:30 P.M.

a. PUBLIC HEARING TO CONSIDER THE PARKS, RECREATION AND COMMUNITY RESOURCES ADVISORY COMMISSION'S RECOMMENDED MUNICIAPL CODE AMENDMENTS IN CHAPTER 12.20 BEACH AND STRAND REGULATIONS

Public Hearing 13a item pulled by City Council in order to allow the Fair Political Practices Commission to provide a response on a possible conflict of interest.

b. PUBLIC HEARING TO CONSIDER THE APPROVAL OF THE PARKS, RECREATION AND COMMUNITY RESOURCES ADVISORY COMMISSION'S RECOMMENDED IMPLAMENTATION OF A TEMPORARY PICKLEBALL MEMBERSHIP PROGRAM AND HOURLY USE FEE DURING COVID-19 PRECAUTIONARY MEASURERS; AND RESOLUTION ESTABLISHING THE PICKLEBALL COURT MEMBERSHIP FEE AND HOURLY USE RATES

Prior to beginning Public Hearing Item 13b Mayor Pro Tem Massey recused himself to conflict of interest related to the proximity of his residence to the Pickleball court.

Public comment was provided by the following person:

1. Geraldine Poon

MOTION: Councilmember Armato moved to approve staff recommendation, seconded by Councilmember Detoy. Motion carried by unanimous consent with Mayor Pro Tem Massey being recused from the item.

AYES: Councilmembers Armato, Detoy, Fangary, and Mayor Campbell

RECUSED: Mayor Pro Tem Massey

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting.](#))

c. PUBLIC HEARING TO CONSIDER APPROVAL OF THE PARKS, RECREATION AND COMMUNITY RESOURCES ADVISORY COMMISSION'S RECOMMENDED MODIFICATION TO THE RECREATION ADMINISTRATIVE FEE FROM \$15 PER ACTIVITY TO 10% OF THE ACTIVITY COST

MOTION: Mayor Pro Tem Massey moved to approve staff recommendation, seconded by Councilmember Armato. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting.](#))

- d. **ADOPTION OF AN URGENCY ORDINANCE OF THE CITY OF HERMOSA BEACH, CALIFORNIA, TO TEMPORARILY PERMIT PLACES OF WORSHIP TO OPERATE OUTDOORS DURING THE COVID-19 PANDEMIC AND SETTING FORTH THE FACTS CONSTITUTING SUCH URGENCY; AND TO CONFIRM CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES ORDER NO. 2020-10**

MOTION: Councilmember Detoy moved to approve staff recommendation, seconded by Councilmember Armato. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting.](#))

XIV. MUNICIPAL MATTERS

- a. **RECEIVE REPORT ON EMERGENCY ENFORCEMENT MEASURES TO ENSURE COMPLIANCE WITH PANDEMIC-RELATED HEALTH ORDERS FROM BOTH THE CITY AND COUNTY OF LOS ANGELES HEALTH DEPARTMENT**

MOTION: Councilmember Armato moved to approve staff recommendation, seconded by Councilmember Detoy. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting.](#))

- b. **CITY COUNCIL CONSIDERATION TO INITIATE NEW PLANNING PROCESSES AND FEES TO REDUCE TIME AND COST FOR MINOR CONDITIONAL USE PERMITS, MINOR SIGN PERMITS AND MURAL REVIEW APPLICATIONS, ESTABLISHING FEES FOR MINOR CONDITIONAL USE PERMIT AND MINOR PLANNING SIGN REVIEW, AND REVISING FEE FOR MURAL REVIEW ON THE CITY MASTER FEE SCHEDULE**

MOTION: Councilmember Armato moved to approve staff recommendation, seconded by Mayor Pro Tem Massey. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting.](#))

- c. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH RATIFYING EXECUTIVE ORDER 2020-11 AND AUTHORIZING THE CITY STREETS AS PART OF THE COVID-19 PANDEMIC RESPONSE AND DETERMINING THE ACTION IS EXEMPT FROM CEQA**

MOTION: Councilmember Detoy moved to approve staff recommendation, seconded by Mayor Campbell. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting.](#))

- d. **COMMENCEMENT OF INVESTIGATION AND AUTHORIZATION FOR ISSUANCE OF SUBPOENAS REGARDING POSSIBLE UNAUTHORIZED ACCESS INTO CITY COMPUTER EQUIPMENT**

MOTION: Mayor Pro Tem Massey moved to approve staff recommendation, seconded by Councilmember Armato. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting.](#))

e. CONSIDERATION OF JOINING LAWSUIT CHALLENGING PRESIDENT TRUMP'S MEMO TO THE DEPARTMENT OF COMMERCE DIRECTING IT TO EXCLUDE UNDOCUMENTED IMMIGRANTS FROM THE CENSUS COUNT

MOTION: Councilmember Armato moved to receive and file, seconded by Mary Campbell. Motion carried by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, and Mayor Campbell

NOES: Mayor Pro Tem Massey

(Complete audio and video is available upon request at the City Clerk's office or can be accessed by clicking the following link: [8-25-20 City Council Meeting.](#))

XV. FUTURE AGENDA ITEMS

a. TENTATIVE FUTURE AGENDA ITEMS

Council Member Fangary requested an item updating the Council regarding code enforcement efforts regarding bicycles and motorized bicycles.

Mayor Campbell requested a follow up item on the My Brother's Keeper Mayor's Pledge. Councilmember Armato provided a second vote for an item. Mayor Pro Tem provided a third vote in support of a future agenda item.

City Clerk Eduardo Sarmiento asked the City Council if they can accommodate a request to start the September 8, 2020 closed session portion of the meeting at 4:30 p.m. The City Council approved unanimously to adjourn the City Council Meeting to Tuesday September 8, 2020 at 4:30 p.m. for closed session.

ADJOURNMENT

Mayor Campbell adjourned the City Council meeting to Tuesday September 8, 2020 at 4:30 p.m. for closed session. Mayor Campbell also adjourned the Council meeting in memory of Scotty Hemstreet. Meeting concluded at 10:27 p.m.

Eduardo Sarmiento, City Clerk



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

REPORT 20-0588

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020**

CHECK REGISTERS
(Finance Director Viki Copeland)

Recommended Action:

Staff recommends that the City Council ratify the following check registers.

Attachments:

1. Check Register 8/13/2020
2. Check Register 8/20/2020

Respectfully Submitted by: Viki Copeland, Finance Director

Approved: Suja Lowenthal, City Manager

Check Register
CITY OF HERMOSA BEACH

Page: 1

08/13/2020 5:41:22PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95508	8/13/2020	21086	ABSOLUTE INTERNATIONAL SECURIT	2020011231	DOWNTOWN/PLAZA/SECURITY/JUL20
		21086		001-2101-4201	2,390.80
				Total :	2,390.80
95509	8/13/2020	21887	ADAMS, DEANNA	Receipt 2002483.003	CAMP 8932 WITHDRAWAL REFUND
		21887		001-2111	380.00
				Total :	380.00
95510	8/13/2020	16660	ATHENS SERVICES	8652631	CITYWIDE PORTER SERVICES/JUN20
				001-3301-4201	10,581.08
				001-3104-4201	15,877.58
				001-6101-4201	1,554.59
				001-3304-4201	1,457.95
			8652631A	CITYWIDE STEAM CLEANING/JUN20	
				001-3301-4201	9,463.72
				001-3304-4201	320.93
			8652631B	CITYWIDE STEAM CLEANING/JUN20	
				001-3301-4201	5,831.18
				001-3104-4201	764.75
				001-3304-4201	764.74
			8652631C	STEAM CLEAN/DOWNTOWN/PLAZA/JUN20	
				001-3301-4201	2,675.48
		16660		Total :	49,292.00
95511	8/13/2020	16371	BEACH GIRL PROPERTIES LLC	257	PARKING METERS - 70 14TH STREET/AUG20
		16371		001-3842	650.00
				Total :	650.00
95512	8/13/2020	22019	BEUTLER, SUNNY	Receipt 2002498.003	CLASS 8557 WITHDRAWAL REFUND
		22019		001-2111	185.00
				Total :	185.00
95513	8/13/2020	22011	BLUMENFELD, DALTON	TR 843	PER DIEM/EMERGENCY VEHICLE OPS COURSE
		22011		001-2101-4317	250.00
				Total :	250.00
95514	8/13/2020	20054	BURKE, WILLIAMS & SORENESEN	257197	LEGAL SERVICES/LABOR NEGOTIATIONS/JUN20
				001-1203-4201	7,699.50

Check Register
CITY OF HERMOSA BEACH

Page: 2

08/13/2020 5:41:22PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95514	8/13/2020	20054	BURKE, WILLIAMS & SORENESEN	(Continued)	Total : 7,699.50
95515	8/13/2020	21427	CALIFORNIA GREEN BUSINESS NETW	1335	MEMBERSHIP DUES JUL20-JUN21
		21427		001-1201-4201	4,717.00
				Total :	4,717.00
95516	8/13/2020	21720	CAPITAL WHOLESALE LIGHTING	429247/Req 309650	ELECTRICAL MAINTENANCE SUPPLIES
		21720		105-2601-4309	303.19
				Total :	303.19
95517	8/13/2020	21984	COTTON, DANI	Receipt 2001945.003	CANCELLED CAMP 8917 REFUND
		21984		001-2111	81.00
				Total :	81.00
95518	8/13/2020	00879	COUNTY OF LOS ANGELES	DI200000024	TRASH MONITOR/REPORT/JUL19-JUN20
		00879		161-3109-4201	2,353.00
				Total :	2,353.00
95519	8/13/2020	21539	FEHR & PEERS	136751	NORTH SCHOOL TRAFFIC PLAN/FEB20
		21539		001-1201-4201	2,599.05
				Total :	2,599.05
95520	8/13/2020	21847	FENCE MASTERS	876	SOUTH PARK/VALLEY PARK FENCE RENTAL
		21847		001-2702-4201	13,035.00
				Total :	13,035.00
95521	8/13/2020	22014	FIFTH ROW REVUE	Recpts 2002488/9.003	THEATRE DAMAGE DEPOSIT/PERMIT REFUND
		22014		001-2111	600.00
				Total :	600.00
95522	8/13/2020	08422	FIRE INFORMATION SUPPORT SERV	1236	HISTORICAL RECORDS SYSTEM SETUP
		08422		001-1201-4201	600.00
				Total :	600.00
95523	8/13/2020	22000	GENERAL TECHNOLOGIES & SOLUTIO	190507-03	NORTH END BAR & GRILL TRAFFIC STUDY/JUL2
				190507-04	001-4101-4201
					SUMMER STREETS PROGRAM DESIGN/JUL20
					001-4101-4201
		22000			4,170.00
				Total :	7,570.00

Check Register
CITY OF HERMOSA BEACH

Page: 3

08/13/2020 5:41:22PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95524	8/13/2020	22000	GENERAL TECHNOLOGIES & SOLUTIO	190507-02	OUTDOOR DINING/ENGINEERING SRVCS/JUL20 001-4101-4201
		22000			2,850.00
				Total :	2,850.00
95525	8/13/2020	22015	GONZALEZ, ED	Receipt 2002481.003	CANCELLED CLASS 8559 REFUND 001-2111
		22015			200.00
				Total :	200.00
95526	8/13/2020	10836	GRAINGER	9600386412	MAT REQ 703634/METAL DETECTOR 160-3102-4309
				9606228584	STREET MARKING ROLLING APPLICATOR~ 001-3104-4309
				9609297685	REQ 703635/STRAND RESTROOM FAUCETS 001-3301-4309
		10836			690.61
					56.27
					139.24
				Total :	886.12
95527	8/13/2020	21998	GREENE, ALYSSA	Receipt 2002484.003	CLASS 8922 WITHDRAWAL REFUND 001-2111
		21998			380.00
				Total :	380.00
95528	8/13/2020	22017	HIBBS, CHRISTA	Receipt 2002472.003	CANCELLED CLASS 8587 REFUND 001-2111
		22017			115.00
				Total :	115.00
95529	8/13/2020	00118	LA SUPERIOR COURT - TORRANCE	PO 35215	CITATION PMT SURCHARGES/JUN20 001-3302
		00118			44,236.70
				Total :	44,236.70
95530	8/13/2020	18727	LOPATA, CALEN	Receipt 2002491.003	BEACH CAMP 8957 REFUND 001-2111
		18727			380.00
				Total :	380.00
95531	8/13/2020	13659	LOS ANGELES COUNTY FIRE DEPT.	IN0320898	HAZARDOUS WASTE PROGRAM FY 20/21 001-3104-4251
		13659			2,069.00
				Total :	2,069.00
95532	8/13/2020	21833	MACDONALD, MEGAN	Receipt 2002482.003	CANCELLED CLASS 8596 REFUND 001-2111
		21833			185.00
				Total :	185.00

Check Register
CITY OF HERMOSA BEACH

Page: 4

08/13/2020 5:41:22PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95533	8/13/2020	18312	MANIACI INSURANCE SERVICES	934	BENEFITS CONNECT ADMIN/JUL20
		18312		001-1203-4201	599.76
				Total :	599.76
95534	8/13/2020	20898	MCCORMICK AMBULANCE	242653	AMBULANCE TRANSPORT SRVCS/APR20
				001-1201-4201	16,770.00
				243322	AMBULANCE TRANSPORT SRVCS/MAY20
				001-1201-4201	23,220.00
				243961	AMBULANCE TRANSPORT SRVCS/JUN20
				001-1201-4201	25,800.00
		20898		Total :	65,790.00
95535	8/13/2020	10279	MITY LITE INC	00116073	25 FOLDING CHAIRS FOR SENIOR CENTER
		10279		001-4601-4328	1,380.65
				Total :	1,380.65
95536	8/13/2020	13114	OFFICE DEPOT	110261445001	MAT REQ 874187/OFFICE SUPPLIES
				001-2101-4305	37.76
				110353035001	MAT REQ 874187/USB WALL CHARGER
				001-2101-4305	6.56
				110353040001	MAT REQ 874187/USB CHARGING CABLE
				001-2101-4305	13.13
				111136996001	MAT REQ 874057/OFFICE SUPPLIES
				001-1208-4305	58.36
		13114		Total :	115.81
95537	8/13/2020	20409	OHD, LLP	70552	RESPIRATOR FIT TESTER/CALIBRATE/MAINT
		20409		001-2101-4201	860.00
				Total :	860.00
95538	8/13/2020	18447	POSTMASTER	PO 35220	BULK POSTAGE MAIL PERMIT 460 REFILL
		18447		001-1204-4305	3,000.00
				Total :	3,000.00
95539	8/13/2020	22018	PROSOLUPOVA, TATYANA	Receipt 2002485.003	CANCELLED CLASS 8973 REFUND
		22018		001-2111	150.00
				Total :	150.00
95540	8/13/2020	11539	PROSUM TECHNOLOGY SERVICES	SIN027121	DATTO SERVER CLOUD LICENSING/JUL20
				715-1206-4201	1,542.58

Check Register
CITY OF HERMOSA BEACH

Page: 5

08/13/2020 5:41:22PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95540	8/13/2020	11539	PROSUM TECHNOLOGY SERVICES	(Continued)	Total : 1,542.58
95541	8/13/2020	17676	PRUDENTIAL OVERALL SUPPLY	42531342 to 42537308	YARD UNIFORMS, TOWELS, &/OR MATS/JUL20
				001-2101-4309	66.16
				001-3104-4309	48.36
				001-3302-4309	59.56
				001-4202-4314	291.68
				001-4204-4309	159.92
				715-4206-4309	39.36
		17676		Total :	665.04
95542	8/13/2020	13255	RED SECURITY GROUP, LLC	67739/Mat Req 309624	5 DEADBOLTS/5 RE-KEYS
		13255		001-4204-4309	454.20
				Total :	454.20
95543	8/13/2020	03282	REDONDO BEACH, CITY OF	570439	CITY PROSECUTOR SERVICES/JUN20
		03282		001-1132-4201	16,667.00
				Total :	16,667.00
95544	8/13/2020	21848	SANTA MONICA PLASTICS, LLC	7000450 Bal Due	CITY HALL PLEXI-GLASS SHIELDS/BAL DUE
		21848		001-2702-4201	5,183.99
				Total :	5,183.99
95545	8/13/2020	20539	SHOETERIA	0009909-IN	MAT REQ 703620/RAMOS/BOOTS
		20539		001-4202-4314	125.00
				Total :	125.00
95546	8/13/2020	19150	SIERRA GROUP	128101	DOWNTOWN/PLAZA CAMERA MAINT 19/20
		19150		001-2101-4201	10,288.68
				Total :	10,288.68
95547	8/13/2020	09491	SIGNVERTISE	9472/Mat Req 791202	2 NO FIREWORKS BANNERS INSTALL/REMOVE
		09491		001-4202-4201	550.00
				Total :	550.00
95548	8/13/2020	00114	SMART & FINAL	3220630015546	MAT REQ 479476/JAIL SUPPLIES
				001-2101-4306	48.32
				3220630017385	JULY 4TH DEPLOYMENT/FOOD/DRINKS~
				001-2101-4305	267.71
				3220630017386	MAT REQ 874179/JULY 4TH/FOOD/DRINKS

Check Register
CITY OF HERMOSA BEACH

Page: 6

08/13/2020 5:41:22PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95548	8/13/2020	00114	SMART & FINAL	(Continued)	
				001-2101-4305	34.95
			3220630046806	REQ 479473/JAIL & BRIEFING RM SUPPLIES	
				001-2101-4306	48.97
				001-2101-4305	48.96
		00114		Total :	448.91
95549	8/13/2020	13761	SOURCE GRAPHICS INC	105456	LARGE-FORMAT PRINTER MAINT/MAR20-FEB20
				715-1206-4201	1,644.80
			105457	LARGE-FORMAT SCANNER MAINT/MAR20-FEB21	
				715-1206-4201	1,895.00
			105506	LARGE-FORMAT PRINTER/PLOTTER PAPER	
				001-4202-4305	66.52
				001-4202-4305	19.27
		13761		Total :	3,625.59
95550	8/13/2020	21538	SPECIALIZED ELEVATOR SERVICES	13647	CITY HALL ELEVATOR MAINT/JUN20
				001-4204-4201	160.00
			13648	PARKING STRUCTURE ELEVATOR MAINT/JUN20	
				001-4204-4201	160.00
		21538		Total :	320.00
95551	8/13/2020	22016	STANNISH, KRISTINA	Receipt 2002475.003	CLASS 8931 WITHDRAWAL REFUND
				001-2111	390.00
		22016		Total :	390.00
95552	8/13/2020	09532	STAPLES ADVANTAGE	8059202936	REQ 874188/COIN COUNTER
				001-2101-4309	
		09532		Total :	87.48
95553	8/13/2020	10412	STERICYCLE	3005177369	MEDICAL WASTE DISPOSAL/AUG20
				001-2101-4201	85.00
		10412		Total :	85.00
95554	8/13/2020	21512	SURF CITY THEATRE CO	Recpts 2002486/7.003	THEATRE PERMITS 4901 & 4902 REFUND
				001-2111	44.00
		21512		Total :	44.00
95555	8/13/2020	21650	SUZUKI, GARY	TR 844	PER DIEM/EMERGENCY VEHICLE TRAINING
				001-2101-4317	250.00

Check Register
CITY OF HERMOSA BEACH

Page: 7

08/13/2020 5:41:22PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95555	8/13/2020	21650	SUZUKI, GARY	(Continued)	Total : 250.00
95556	8/13/2020	22009	TICK TOCK TONY	Ref# 0235	PIER PLAZA CLOCK REPAIR
		22009		001-3301-4201	700.00
				Total :	700.00
95557	8/13/2020	08207	UNDERGROUND SERVICE ALERT	720200317	DIG ALERTS/JUL20
				161-3109-4201	123.85
			dsb20194033	DIG ALERTS/STATE FEES/JUL20	42.66
		08207		161-3109-4201	Total : 166.51
95558	8/13/2020	18666	VERIZON BUSINESS SERVICES	71538948	VOIP PHONES/COMM RES/JUN20
				001-4601-4304	142.14
			71539616	VOIP PHONES/BARD/JUN20	
				001-3302-4304	69.72
			71539624	VOIP PHONES/CITY HALL/PD/JUN20	
				001-1101-4304	38.32
				001-1121-4304	60.51
				001-1132-4304	18.08
				001-1141-4304	36.20
				001-1201-4304	148.34
				001-1202-4304	90.47
				001-1203-4304	72.36
				001-1204-4304	108.49
				001-1208-4304	6.72
				001-2101-4304	813.64
				001-4101-4304	132.73
				001-4201-4304	145.80
				001-4202-4304	180.81
				160-3102-4201	18.08
				715-1206-4304	18.11
				001-4204-4321	18.12
		18666		Total :	2,118.64
95559	8/13/2020	21828	VIZIA, ANTOINETTE	Recpts 2002493/4.003	SURF CAMP 8941 REFUND
		21828		001-2111	775.00
				Total :	775.00

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95560	8/13/2020	22010	WATSON, DAN	PO 35253	REFUND BLOCK PARTY PERMIT FEE
		22010		001-3214	204.00
				Total :	204.00
40127205	7/23/2020	13838	PITNEY BOWES INC	8/13/20 Check Run	POSTAGE METER REFILL/JUL20
		13838		001-1208-4305	1,000.00
				Total :	1,000.00
190112389	8/11/2020	01397	EMPLOYMENT DEVELOPMENT DEPT	LetterID L0898272992	UNEMPLOYMENT CLAIMS/JAN20-MAR20
		01397		705-1215-4186	4,140.00
				Total :	4,140.00
55 Vouchers for bank code : boa					Bank total : 265,735.20
55 Vouchers in this report					Total vouchers : 265,735.20

"I hereby certify that the demands or claims covered by the checks listed on pages 1 to 8 inclusive, of the check register for 8/13/2020 are accurate funds are available for payment, and are in conformance to the budget."

By 

Finance Director

Date 8/13/2020

Check Register
CITY OF HERMOSA BEACH

Page: 1

08/20/2020 5:40:31PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95561	8/20/2020	20197	AMERICAN ARBOR CARE	61297	ARBORIST CONSULTATION 7/13/20 001-6101-4201
		20197			250.00
				Total :	250.00
95562	8/20/2020	22025	ANDERSON, TIFFANY	Receipt 2002495.003	REFUND/CANCELLED CLASSES 8846/8 001-2111
		22025			282.00
				Total :	282.00
95563	8/20/2020	17291	ARTHUR J GALLAGHER & CO INS	3497322	PARKING STRUCTURE PROPERTY INS 20/21 705-1209-4201
		17291			27,951.50
				Total :	27,951.50
95564	8/20/2020	00321	AT&T	310 796-6526 991 3	PD COMPUTER CIRCUITS/AUG20 001-2101-4304
				960 461-1985 555 7	PD COMPUTER CIRCUITS/AUG20 001-2101-4304
		00321			123.72
				Total :	108.64
					232.36
95565	8/20/2020	13361	AT&T MOBILITY	287298411168X0810202	PD/CSO/CELL PHONES/JUL20 001-2101-4304
		13361			001-3302-4304
					506.04
				Total :	168.68
					674.72
95566	8/20/2020	16660	ATHENS SERVICES	8851799	PD/MONTHLY SHRED/2 BINS/AUG20 001-2101-4309
					001-2026
					001-2027
		16660			49.50
				Total :	4.50
					49.50
95567	8/20/2020	17271	BARROWS, PATRICK	PO 35268	INSTRUCTOR PMT/CLASSES 8771-2/80-1 001-4601-4221
		17271			2,520.00
				Total :	2,520.00
95568	8/20/2020	07725	BEAUMEL, ELLEN J.	Parcel 4186-020-006	STREET LIGHT & SEWER TAX REBATE 001-6871
					105-3105
		07725			124.12
				Total :	24.61
					148.73
95569	8/20/2020	17562	BOWEN, TIMOTHY D	PO 35222	INSTRUCTOR PAYMENT/CLASS NO. 8858

Check Register
CITY OF HERMOSA BEACH

Page: 2

08/20/2020 5:40:31PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95569	8/20/2020	17562	BOWEN, TIMOTHY D	(Continued)	
				001-4601-4221	857.50
			PO 35226	INSTRUCTOR PAYMENT/CLASS NO. 8557	
				001-4601-4221	1,347.50
		17562		Total :	2,205.00
95570	8/20/2020	00163	BRAUN LINEN SERVICE	1625959 to 1628443	
				PRISONER LAUNDRY/JUL20	
				001-2101-4306	127.80
		00163		Total :	127.80
95571	8/20/2020	21685	BRUFFY'S TOW	2020003392	
				WAIVED TOW STORAGE FEES/FILE 20-1224	
				001-3302-4201	127.50
		21685		Total :	127.50
95572	8/20/2020	00016	CALIFORNIA WATER SERVICE	Acct 4286211111	
				WATER USAGE/JUN20	
				105-2601-4303	5,584.22
				001-6101-4303	27,320.90
				001-4204-4303	1,234.21
				001-3304-4303	242.11
		00016		Total :	34,381.44
95573	8/20/2020	13304	CITY NATIONAL BANK	Agreement 05-011	
				BAY VIEW ASSESSMENT DISTRICT BOND	
				609-2252	52,399.61
		13304		Total :	52,399.61
95574	8/20/2020	22032	CONGDON, KIM	Rcpts 2002505/6.003	
				TENNIS COURT RESERVATION REFUNDS	
				001-2111	32.00
		22032		Total :	32.00
95575	8/20/2020	20398	CONTINENTAL MAPPING SERVICE	080720	
				PUBLIC NOTICES/AUG20	
				001-4101-4201	1,550.00
		20398		Total :	1,550.00
95576	8/20/2020	20781	COUNTY OF LOS ANGELES	C0009542	
				FIRE PROTECTION SERVICES/SEP20	
				001-2202-4251	458,519.00
				180-2202-4251	3,589.00
				001-2202-5601	30,306.00
				001-2202-4111	10,630.00
		20781		Total :	503,044.00

Check Register
CITY OF HERMOSA BEACH

Page: 3

08/20/2020 5:40:31PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95577	8/20/2020	22036	CURTIN, DEAN	Receipt 2002500.003	TENNIS COURT RESERVATION REFUND
		22036		001-2111	16.00
				Total :	16.00
95578	8/20/2020	21745	DIDI HIRSCH MENTAL HEALTH SERV	Receipt 2002519.003	CANCELLED CLASS 5321 REFUND
		21745		001-2111	57.50
				Total :	57.50
95579	8/20/2020	17868	DONNOE & ASSOCIATES, INC	8465	PEACE OFFICER RECRUIT EXAM RENTAL
		17868		001-1203-4201	550.00
				Total :	550.00
95580	8/20/2020	17096	ESA PCR	154278	1221 HERMOSA APPROPRIATE CRT/DEC19-MAR20
		17096		001-2181	384.05
				Total :	384.05
95581	8/20/2020	16932	FAMILY THEATRE INC	PO 35229	INSTRUCTOR PAYMENT/CLASS NO. 8948
		16932		001-4601-4221	2,709.00
				Total :	2,709.00
95582	8/20/2020	19884	FRONTIER	209-190-0013-1206175	PD COMPUTER CIRCUITS/AUG20
				001-2101-4304	892.00
				310-318-0113-1203155	EOC ANALOG LINES/AUG20
				715-1206-4304	1,211.44
				310-318-8751-0128095	CASHIER TAP LINE/AUG20
				001-1203-4304	56.32
				310-318-9210-0827185	JAIL BREATHALYZER/AUG20
				001-2101-4304	69.35
				310-372-6373-0311045	PERSONNEL FAX LINE/AUG20
				001-1203-4304	57.62
				323-155-6779-0822065	FIBER OPTIC LINE 8/13/20-9/12/20
				715-1206-4201	215.98
				323-159-2268-0924145	EOC CABLE/INTERNET/AUG20
				001-1201-4304	291.21
		19884		Total :	2,793.92
95583	8/20/2020	22005	GATHERCOLE, VERONICA	Receipt 2002497.003	REFUND/CANCELLED CLASS 8975
		22005		001-2111	150.00
				Total :	150.00

Check Register
CITY OF HERMOSA BEACH

Page: 4

08/20/2020 5:40:31PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95584	8/20/2020	22037	GONOSEY, SHELBY	Receipt 2002499.003	TENNIS COURT RESERVATION REFUND 001-2111
		22037			8.00
				Total :	8.00
95585	8/20/2020	21894	GONZALEZ-REZNICHEK, MARIKA AND RUTH	Receipt 1016856.001	CANCELLED CLASS NO. 8961 REFUND 001-2111
		21894			265.00
				Total :	265.00
95586	8/20/2020	10836	GRAINGER	9590722873	PRESSURE HOSE FOR STEAM CLEANER~ 715-3104-4311
				9612318650	MAT REQ 703636/PORTABLE CANOPY 001-3104-4309
		10836			156.10
					235.45
				Total :	391.55
95587	8/20/2020	22033	HAWKINS, JANE	Receipt 2002504.003	TENNIS COURT RESERVATION REFUND 001-2111
		22033			8.00
				Total :	8.00
95588	8/20/2020	06518	HAYER CONSULTANTS INC	4110	PLAN CHECKS/JAN20-JUN20 001-4201-4201
				4111	PLAN CHECKS/MAR20-JUN20 001-4201-4201
		06518			20,277.05
					18,410.21
				Total :	38,687.26
95589	8/20/2020	21908	JOYE, MAGDALENA	Receipt 2001872.003	CANCELLED CAMP 8666 REFUND 001-2111
		21908			199.00
				Total :	199.00
95590	8/20/2020	21687	KOURY ENGINEERING & TESTING	948174	GEOTECHNICAL TESTING/MAY20 115-8186-4201
		21687			16,900.00
				Total :	16,900.00
95591	8/20/2020	22021	LEDEZMA, GLORIA	PO 35290	REIMB/CERT MAIL FEES/CDBG LETTERS 001-4202-4305
		22021			116.80
				Total :	116.80
95592	8/20/2020	21835	LEFKOWITZ, EMILY	Rcpts 2002508/9.003	CAMPS 8957/8 WITHDRAWAL REFUND 001-2111
		21835			711.00
				Total :	711.00

Check Register
CITY OF HERMOSA BEACH

Page: 5

08/20/2020 5:40:31PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95593	8/20/2020	21777 LUCIC, BRITTANY	Receipt 2002516.003	CANCELLED CLASS NO. 8789 REFUND 001-2111	135.00
		21777		Total :	135.00
95594	8/20/2020	10045 MAIN STREET TOURS	41971	SAN DIEGO EXCURSION TRANSPORT/FEB20 001-4601-4201	2,668.00
		10045		Total :	2,668.00
95595	8/20/2020	22041 MARIANO, DONAA	Parcel 4186-003-004	STREET LIGHT & SEWER TAX REBATE 001-6871 105-3105	74.47 24.61
		22041		Total :	99.08
95596	8/20/2020	22029 MCGOVERN, AMBER	Receipt 2002514.003	CANCELLED CLASS 8698 REFUND 001-2111	135.00
		22029		Total :	135.00
95597	8/20/2020	22026 MILLER, GEMA	Receipt 2002510.003	CAMP TRANSFER REFUND 001-2111	158.00
		22026		Total :	158.00
95598	8/20/2020	10279 MITY LITE INC	00106208	PARTS FOR SENIOR CENTER CHAIRS 001-4601-4328	39.70
		10279		Total :	39.70
95599	8/20/2020	22027 NEECE, CAMERON	Receipt 2002511.003	CAMP TRANSFER REFUND 001-2111	158.00
		22027		Total :	158.00
95600	8/20/2020	22034 NG, LAURENCE	Rcpts 2002502/3.003	TENNIS COURT RESERVATION REFUNDS 001-2111	32.00
		22034		Total :	32.00
95601	8/20/2020	22031 OLSON, HEATHER	Receipt 2002507.003	TENNIS COURT RESERVATION REFUND 001-2111	8.00
		22031		Total :	8.00
95602	8/20/2020	20410 PETERS, ALFRED	Parcel 4187-025-059	SEWER AND STREET LIGHT TAX REBATE 001-6871 105-3105	124.12 24.61

Check Register
CITY OF HERMOSA BEACH

Page: 6

08/20/2020 5:40:31PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95602	8/20/2020	20410	PETERS, ALFRED	(Continued)	Total : 148.73
95603	8/20/2020	22018	PROSOLUPOVA, TATYANA	Receipt 2002496.003	CANCELLED CLASS 8975 REFUND 001-2111
		22018			150.00
					Total : 150.00
95604	8/20/2020	22030	REBEL HOSPITALITY GROUP INC	Receipt 002-00042083	DUPLICATE PAYMENT REFUND 001-6885
		22030			466.00
					Total : 466.00
95605	8/20/2020	12944	RIVA, LUCIA	Receipt 2002513.003	CANCELLED CLASS 8691 REFUND 001-2111
		12944			145.00
					Total : 145.00
95606	8/20/2020	16921	ROUND STAR WEST LLC	PO 35225	INSTRUCTOR PAYMENT/CLASS NO. 8847 001-4601-4221
				PO 35236	INSTRUCTOR PAYMENT/CLASS NO. 8826 001-4601-4221
				PO 35273	INSTRUCTOR PAYMENT/CLASS NO. 8848 001-4601-4221
		16921			406.00
					Total : 1,671.60
95607	8/20/2020	21829	SAMBUCHI, DEBI	Receipt 2002517.003	REFUND/CANCELLED CLASS 8977 001-2111
		21829			150.00
					Total : 150.00
95608	8/20/2020	22023	SCARLATA, DESIREE	Receipt 2001049.002	CAMP 8943 WITHDRAWAL 001-2111
		22023			380.00
					Total : 380.00
95609	8/20/2020	22024	SCHONFELD, SARA	Receipt 2002518.003	REFUND/CANCELLED CLASS 8978 001-2111
		22024			160.00
					Total : 160.00
95610	8/20/2020	00170	SOCAL GAS	Acct 011 004 5767 8	YARD BLDGS/NATURAL GAS/JUL20 001-4204-4303
		00170			24.75
					Total : 24.75
95611	8/20/2020	00159	SOUTHERN CALIFORNIA EDISON CO	2-00-989-6911	ELECTRICITY/JUL20 105-2601-4303
					72.61

Check Register
CITY OF HERMOSA BEACH

Page: 7

08/20/2020 5:40:31PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95611	8/20/2020	00159	SOUTHERN CALIFORNIA EDISON CO	(Continued)	
			2-00-989-7315	ELECTRIC/JUL20/UPGRADE PMT 27/89	
				001-4204-4303	1,568.47
				105-2601-4303	13,961.76
			2-00-989-7315	ELECTRICITY/JUN20	
				105-2601-4303	68.55
			2-01-414-3994	ELECTRICITY/JUL20	
				160-3102-4201	52.91
			2-01-836-7458	ELECTRICITY/JUL20	
				105-2601-4303	15.10
			2-02-274-0542	ELECTRICITY/JUL20	
				001-6101-4303	11.80
			2-08-629-3669	ELECTRICITY/JUL20	
				001-4204-4303	27.79
			2-09-076-5850	ELECTRICITY/JUL20	
				105-2601-4303	108.56
			2-20-128-5475	ELECTRICITY/JUL20	
				001-4204-4303	334.38
			2-20-984-6369	ELECTRICITY/JUL20	
				105-2601-4303	44.86
			2-21-400-7684	ELECTRICITY/JUL20	
				105-2601-4303	19.52
			2-23-687-8021	ELECTRICITY/JUL20	
				001-3104-4303	49.90
			2-26-686-5930	ELECTRICITY/JUL20	
				105-2601-4303	313.59
			2-31-250-3303	ELECTRICITY/JUL20	
				001-4204-4303	23.58
			2-36-722-1322	ELECTRICITY/JUL20	
				105-2601-4303	11.49
			2-37-909-1838	ELECTRICITY/JUL20	
				001-4204-4303	1,051.17
			2-41-090-1755	ELECTRICITY/JUL20	
				001-4204-4303	44.35
		00159		Total :	17,780.39
95612	8/20/2020	20236	SPECTRUM BUSINESS	0049969081120	
				PD CABLE/AUG20	
				001-2101-4201	72.09

Check Register
CITY OF HERMOSA BEACH

Page: 8

08/20/2020 5:40:31PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95612	8/20/2020	20236	SPECTRUM BUSINESS	(Continued)	Total : 72.09
95613	8/20/2020	18036	SPORTS CAMP MANAGEMENT	PO 35237 INSTRUCT PMT/CLASS 8919-20/29-30/38-9/54 001-4601-4221	18,060.00
				PO 35274 INSTRUCTOR PMT/8921-2/31-2/40-1/56-7 001-4601-4221	17,290.00
		18036			Total : 35,350.00
95614	8/20/2020	19617	STAR SPORTS THEATRE ARTS	PO 35239 INSTRUCTOR PAYMENT/ CLASS NO. 8959 001-4601-4221	525.00
		19617			Total : 525.00
95615	8/20/2020	15901	TRANSTECH ENGINEERS, INC	20202537 WIRELESS PLAN CHECKS/JUN20 001-4202-4201	65.00
		15901			Total : 65.00
95616	8/20/2020	22028	TUNGYOO, JAMIE	Receipt 2002515.003 CANCELLED CLASS 8891 REFUND 001-2111	145.00
		22028			Total : 145.00
95617	8/20/2020	04768	UPTIME COMPUTER SERVICE	31835 PRINTER MAINT/SEP20 715-1206-4201	461.00
		04768			Total : 461.00
95618	8/20/2020	18666	VERIZON BUSINESS SERVICES	71538942 VOIP PHONES/BASE 3/JUN20 001-3302-4304	108.56
				71538960 VOIP PHONES/EOC GYM/JUN20 001-1201-4304	61.81
				71539186 VOIP PHONES/YARD/JUN20 001-4202-4304	144.73
		18666			Total : 315.10
95619	8/20/2020	21828	VIZIA, ANTOINETTE	Rcpts 2001047/8.002 CAMP 8958 WITHDRAWAL REFUND 001-2111	775.00
		21828			Total : 775.00
95620	8/20/2020	21934	WEIL, RICHARD	Receipt 2002512.003 CAMP 8932 REFUND/SCHEDULING CONFLICT 001-2111	380.00
		21934			Total : 380.00

Check Register
CITY OF HERMOSA BEACH

Page: 9

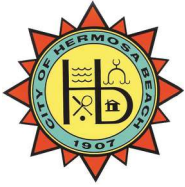
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Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
95621	8/20/2020	22022	WESTERN AUDIO VISUAL	14133	CHAMBERS A/V UPGRADE/EQUIPMENT 715-8672-4201
		22022			123,465.04
				Total :	123,465.04
95622	8/20/2020	13359	WITTMAN ENTERPRISES LLC	2005062	AMBULANCE TRANSPORT BILLING/MAY20 001-1202-4201
		13359			3,554.60
				Total :	3,554.60
95623	8/20/2020	22035	WOHL, CHELSEA	Receipt 2002501.003	TENNIS COURT RESERVATION REFUND 001-2111
		22035			8.00
				Total :	8.00
260181894	8/14/2020	22042	MASSMUTUAL	8/20/20 Check Run	EARNINGS ALLOCATION/MAR20-JUN20 001-1203-4188
		22042			3,646.87
				Total :	3,646.87
64 Vouchers for bank code : boa					Bank total : 883,195.19
64 Vouchers in this report					Total vouchers : 883,195.19

"I hereby certify that the demands or claims covered by the checks listed on pages 1 to 9 inclusive, of the check register for 8/20/2020 are accurate funds are available for payment, and are in conformance to the budget."

By 
Finance Director
Date 8/20/2020



Staff Report

Staff Report

REPORT 20-0583

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF REDONDO BEACH, THE CITY OF HERMOSA
BEACH, THE CITY OF MANHATTAN BEACH, THE CITY
OF TORRANCE, AND THE LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT REGARDING THE
ADMINISTRATION AND COST SHARING FOR UPDATING
THE ENHANCED WATERSHED MANAGEMENT PROGRAM
AND REASONABLE ASSURANCE ANALYSIS FOR THE
BEACH CITIES WATERSHED MANAGEMENT GROUP**
(Environmental Programs Manager, Douglas Krauss)

Recommended Action:

Staff recommends that City Council:

1. Approve the Memorandum of Understanding between the City of Redondo Beach, the City of Hermosa Beach, the City of Manhattan Beach, the City of Torrance, and the Los Angeles County Flood Control District regarding the administration and cost sharing for updating the Enhanced Watershed Management Program and Reasonable Assurance Analysis for the Beach Cities Watershed Management Group (EWMP MOU); and
2. Appropriate \$107,964 from the Storm Drain Fund to Study 401, EWMP Update/Feasibility Study.

Executive Summary:

Updating the Enhanced Watershed Management Plan and Reasonable Assurance Analysis is a requirement of the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit. The proposed MOU would facilitate this update and the corresponding feasibility studies required to identify new storm water improvement projects, which are necessary to help the City meet its pollutant reduction requirements. The MOU would also ensure the continuity of the Beach Cities Watershed Management Group's storm water compliance efforts.

Background:

The cities of Hermosa Beach, Torrance, Redondo Beach, Manhattan Beach, and the Los Angeles County Flood Control District formed the Beach Cities Group to develop an Enhanced Watershed

Staff Report

REPORT 20-0583

Management Program (EWMP) to comply with the Los Angeles Regional Water Quality Control Board's (Regional Board) 2012 National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit). The Beach Cities Group entered into an MOU to cost share the development of the EWMP and a Coordinated Integrated Monitoring Plan (CIMP) in 2013 (**Attachment 1**). The Beach Cities EWMP was submitted to the Regional Board on February 9, 2016 and was approved by the Executive Officer of the Regional Board via a letter dated April 18, 2016. The Beach Cities Group was directed by the Executive Officer of the Regional Board to begin implementation of the EWMP immediately, including construction of identified capital projects.

Upon approval of the EWMP and CIMP by the Regional Board in 2016, the cities entered into an MOU to implement the CIMP and the monitoring and reporting activities it outlines (CIMP MOU). Annual administration of the EWMP program and coordination between the cities are included in the CIMP MOU and are performed by consultants and administered by Manhattan Beach. Staff will bring an amendment to the CIMP MOU to continue those activities to Council separately. This new EWMP MOU (**Attachment 2**) is for the update of the existing EWMP and Reasonable Assurance Analysis (RAA) and would be administered by the City of Redondo Beach. Redondo Beach received a proposal for these services from Geosyntec (**Attachment 3**), the consultant that currently performs monitoring activities outlined in the CIMP and modeled the original RAA for the Beach Cities Group EWMP. Geosyntec's familiarity with the Beach Cities Group EWMP and CIMP qualifies it to perform this work and Redondo Beach staff was able to get approval from its City Council to proceed with this MOU.

Analysis:

The MS4 Permit requires that Permittees submit an updated EWMP with an updated RAA by June 30, 2021. The Updated EWMP and RAA must incorporate both water quality data and control measure performance data and any other information informing the adaptive management process gathered through December 31, 2020. The document would also reflect any new information or lessons learned from the group's implementation thus far of the EWMP. This means the group's monitoring data and planned or constructed projects would be assessed and incorporated into the updated RAA.

A working proposal of the next MS4 Permit, which would supersede the current permit, has been released by the Regional Board and would also require an updated EWMP and RAA by June 30, 2021, and every five years thereafter, consistent with the current requirement. This update would revise sections of the existing EWMP to reflect current guidance from the Regional Board.

Importantly, this EWMP update and MOU would incorporate new feasibility studies to identify regional storm water projects to ensure the group meets the pollutant reduction goals outlined in the existing EWMP. The City of Hermosa Beach and its Beach Cities Group partners are actively seeking alternate projects to achieve storm water diversion and pollution reductions equivalent to what would have been achieved by the cancelled Hermosa Greenbelt Infiltration Project. A separate MOU dissolving the prior MOU between the Beach Cities to implement the Greenbelt Infiltration Project

Staff Report

REPORT 20-0583

was approved by Council and included a payment by the City of Hermosa Beach of \$160,000 to help directly fund the updated EWMP's feasibility studies. This search for alternative projects involves reanalyzing existing concepts and researching new projects throughout the area with the possibility of combining multiple smaller projects to achieve compliance goals. This effort also includes discussions with the Regional Board for a time extension on pollutant reduction goals as the group's deadline for compliance by 2021 approaches.

Cost sharing for the work is determined by a combination of proportional watershed area (for feasibility study costs) and equal shares for baseline EWMP update and RAA tasks. Cost sharing tables are included in the draft MOU. The City of Hermosa Beach's share would be \$107,963.33 plus the amount of \$160,000 committed separately by the City to help fund the feasibility studies. The MOU also includes language stating that any party defaulting or unilaterally withdrawing from the MOU would be responsible for any fines, penalties or interest.

Past Council Actions

Meeting Date	Description
November 12, 2013	Authorized an MOU with the Beach Cities Group to develop an EMWP and CIMP
June 23, 2015	Authorized submission of the draft EWMP to the Regional Water Quality Control Board and Adopt Los Angeles County Program Environmental Impact Report
February 9, 2016	Approved an MOU to develop and implement a CIMP with the Beach Cities WMG
July 28, 2020	Approved Dissolution of the MOU for the Greenbelt Infiltration Project and Reappropriated \$160,000 from CIP 542 to fund the feasibility studies

General Plan Consistency:

This report and associated recommendations have been evaluated for their consistency with the City's General Plan. Relevant Policies are listed below:

Infrastructure

Goal 5. The stormwater management system is safe, sanitary, and environmentally and fiscally sustainable.

Policies:

- **5.1 Integration of stormwater best practices.** Integrate stormwater infiltration best practices when initiating streetscape redevelopment or public facility improvement projects.
- **5.8 Low impact development.** Require new development and redevelopment projects to incorporate low impact development (LID) techniques in project designs, including but not limited to on-site drainage improvements using native vegetation to capture and clean stormwater runoff and minimize impervious surfaces.

Staff Report

REPORT 20-0583

Fiscal Impact:

The City of Hermosa would be responsible for its share of the costs for the EWMP MOU. These costs would be \$267,963.33, which includes \$160,000 committed by the City to fund feasibility studies as part of the dissolution of the Greenbelt Project MOU. The \$160,000 for the feasibility study was previously reappropriated from CIP #542 for this purpose and the difference of \$107,963.33 is being appropriated to the same account, Study 401, EWMP Update and Feasibility Study.

Attachments:

1. 2013 MOU for Development of EWMP and CIMP
2. Draft EWMP MOU with Cost Tables
3. Proposal from Geosyntec

Respectfully Submitted by: Douglas Krauss, Environmental Program Manager

Concur: Marnell Gibson, Public Works Director

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager

November 5, 2013

Honorable Mayor and Members of
the Hermosa Beach City Council

Regular Meeting of
November 12, 2013

**APPROVE THE MOU AUTHORIZING THE DEVELOPMENT OF THE BEACH CITIES
ENHANCED WATERSHED MANAGEMENT PLAN AND COORDINATED
INTEGRATED MONITORING PLAN IN COMPLIANCE WITH CITY'S MUNICIPAL
STORMWATER PERMIT**

RECOMMENDATION

1. Approve the Memorandum of Understanding (MOU) between the City of Redondo Beach, the City of Hermosa Beach, the City of Manhattan Beach and the Los Angeles County Flood Control District Regarding the Administration and Cost Sharing for Development of the Enhanced Watershed Management Program (EWMP) and the Coordinated Integrated Monitoring Program (CIMP) for the Santa Monica Bay Watershed and the Dominguez Channel Watershed to comply with Municipal Stormwater Permit; and
2. Authorize the City Manager to sign the MOU.

EXECUTIVE SUMMARY

In February 2013, the City of Hermosa Beach determined to pursue the Enhanced Watershed Management Program (EWMP) implementation option in cooperation with the cities of Manhattan Beach, Redondo Beach and Torrance. These four cities along with the Los Angeles County Flood Control District have formed the Southbay Cities Watershed Management Group to jointly fund the development of an EWMP and CIMP. The EWMP will be developed over the course of two fiscal years, FY13-14 and FY14-15.

On June 25, 2013 the City Council approved the Notice of Intent package to comply with the municipal stormwater permit and authorized the City Manager to sign the Notice of Intent letter to the Regional Board stating that the City of Hermosa Beach intends to collaborate with the Beach Cities Watershed Management Group in the development of an EWMP and CIMP. The Notice of Intent package included a cost estimate to prepare an EWMP and a CIMP along with a draft Memorandum of Understanding (MOU) setting forth the framework for collaboration among the participating agencies. City staff is now seeking Council's approval of the final MOU since the cost sharing formula is finalized and the City Attorney has approved the MOU as to form. The Municipal Stormwater Permit requires that the MOU be fully executed by all participating Permittees within 12-months of the effective date of the Permit, therefore the deadline for executing the MOU is December 28, 2013.

BACKGROUND

The Municipal Stormwater Permit establishes the following deadlines for Permittees participating in the development of an EWMP:

- **June 28, 2013: Submit Notice of Intent**
- **December 28, 2013: Executed MOU**
- **June 2014: Submittals to Regional Board**
 - EWMP Work Plan
 - Coordinated Integrated Monitoring Program
- **June 2015: Submit Enhanced Watershed Management Program**

The Beach Cities Watershed Management Group (Beach Cities WMG) consisting of the cities of Hermosa Beach, Manhattan Beach, Torrance, Redondo Beach and the Los Angeles County Flood Control District (LACFCD) met the first compliance milestone under the Enhanced Watershed Management Program to submit signed letters of intent along with a Notice of Intent package of information to the Regional Board by June 28, 2013.

The Notice of Intent package submitted on June 28, 2013 included a cost estimate for plan development which was based on the response received to the Beach Cities WMG Request for Proposals for engineering/environmental consulting services sent to seven consulting firms. The scope of work in the Request for Proposals included the explicit permit requirements as well as interim milestones, deliverables and project management services anticipated to be needed to accomplish the work based on template scopes of work developed by the Permittees.

The consultant's proposal estimated a cost of \$760,000 to deliver the scope of work including preparation of the required EWMP Work Plan and Coordinated Integrated Monitoring Plan by June 2014 and to complete the EWMP by June 2015 to address both Santa Monica Bay and Dominguez Channel watersheds. Although the proposal did consider previous modeling work that had been done by the Beach Cities, the proposal assumed that additional modeling work would need to be done to fully address the technical requirements of the Municipal Stormwater Permit including the Reasonable Assurance Analysis (RAA). This RAA must use a quantitative water quality model to demonstrate that in areas where retention of the design storm is not feasible, water quality standards would be achieved through implementation of other watershed control measures to be described in the EWMP. The expectation of Regional Board staff as to what constitutes RAA is evolving through a technical advisory committee (and RAA-specific subcommittee) process which has begun but may not be well defined until EWMP Work Plans are developed to describe the approach used by each watershed management group to develop their respective EWMPs.

Rather than authorize the full scope of work at this time, the final Beach Cities MOU bifurcates the effort into two Phases with Phase I comprising the development of the EWMP Work Plan and Coordinated Integrated Monitoring Plan. Phase II consists of


development of the EWMP in its entirety and this effort would be negotiated with the consultant once the EWMP Work Plan has been prepared and the scope of the EWMP is refined. Additionally, the MOU envisions that the cost allocation formula among the parties to the MOU would be renegotiated based on the outcome of the EWMP Work Planning process and that Exhibit A of the MOU will be revised accordingly.

The City of Redondo Beach has been serving as the lead agency for the group's work in the Santa Monica Bay watershed to address the Santa Monica Bay Bacteria TMDL. As the lead agency, the City of Redondo Beach manages consultant contracts such as the Michelson Laboratory contract for water quality monitoring and water quality data submission to the Regional Board. The City of Redondo Beach has agreed to continue to serve as lead agency for development of the EWMP and CIMP. Given the staff time and fiduciary responsibility required based on past experience, Redondo Beach staff have requested a 10% contract administration fee.

FISCAL IMPACT

Exhibit A of the MOU describes the cost allocation for the Consultant contract cost to carry out the Phase I effort in the amount of \$278,414 plus the Redondo Beach contract management fee of 10% for a total of \$306,255 less a 10% flat fee contribution from the Flood Control District (\$30,625). The remaining balance of \$275,630 is distributed among the cities of which 5.5% is the City of Hermosa Beach's cost distribution equal to \$15,160. The MOU states that the cost sharing formula may be revised for Phase II. If the formula remains unchanged, the City's cost sharing will remain at 5.5% for a total contribution cost of approximately \$26,222. Funds to carry out Phase I have already been programmed in this year's budget. Funding in the amount of \$75,000 was budgeted in Sewer Fund for the MOU.


Respectfully submitted,


Homayoun Behboodi
Associate Engineer

Noted for Fiscal Impact:


Viki Copeland
Finance Director

Concur:


Frank Senteno, P.E.
Director of Public Works/City Engineer

Concur:


Tom Bakaly
City Manager

Attachments:

MOU between City of Redondo Beach, City of Hermosa Beach, City of Manhattan Beach, City of Torrance and the Los Angeles County Flood Control District

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH, THE CITY OF HERMOSA BEACH, THE CITY OF
MANHATTAN BEACH, THE CITY OF TORRANCE, AND THE LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT OF THE
ENHANCED WATERSHED MANAGEMENT PROGRAM AND THE COORDINATED
INTEGRATED MONITORING PROGRAM FOR THE SANTA MONICA BAY WATERSHED
AND THE DOMINGUEZ CHANNEL WATERSHED

This Memorandum of Understanding (MOU), is made and entered into as of the date of the last signature set forth below by and between the CITY OF REDONDO BEACH, a municipal corporation, THE CITY OF HERMOSA BEACH, a body corporate and politic, THE CITY OF MANHATTAN BEACH, a body and politic, THE CITY OF TORRANCE, a municipal corporation, and THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

WITNESSETH

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

WHEREAS, the MS4 Permit became effective on December 28, 2012 and requires that the LACFCD, the County of Los Angeles, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County of Los Angeles comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the City of Redondo Beach, the City of Hermosa Beach, the City of Manhattan Beach, the City of Torrance, and the LACFCD have agreed to collaborate on the compliance of certain elements of the MS4 Permit; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work and Request for Proposal to obtain a Consultant to assist the PARTIES with compliance with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES propose for the Consultant to prepare and deliver Phase I plans including a Draft and Final Enhanced Watershed Management Program (EWMP) Work Plan and a Draft and Final Coordinated Integrated Monitoring Plan (CIMP), and Phase II plans including a Draft and Final EWMP plan (collectively, PLANS) in compliance with certain elements of the MS4 Permit, at a total cost not to exceed \$760,000; and

WHEREAS, the PARTIES have determined that hiring a Consultant to prepare and deliver the PLANS will be beneficial to the PARTIES and they desire to participate and will provide Phase I funding in accordance with the cost allocation in Exhibit A; and

WHEREAS, the PARTIES have determined that the cost of completing Phase II plans will be negotiated with the Consultant at the completion of Phase I and that the PARTIES desire to participate and will provide Phase II funding in accordance with a mutually agreed upon revised cost allocation in Exhibit A (Revised); and

WHEREAS, the CITY OF REDONDO BEACH will act on behalf of the PARTIES in the preparation of the PLANS; and

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

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises herein contained, it is hereby agreed as follows:

Section 1. Recitals: The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose: The purpose of this MOU is to cooperatively fund the preparation and submittal of the PLANS to the Regional Board.

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

Section 4. Voluntary: This is a voluntary MOU entered into for the purpose of preparing and submitting the PLANS to the Regional Board.

Section 5. Terms: This MOU shall become effective on the date of the final execution by the PARTIES or December 28, 2013, whichever comes first, and shall remain in effect until (1) the Regional Board has given final approval to the last outstanding portion of the PLANS, (2) the City of Redondo Beach has provided the PARTIES with an accounting as set forth in section 7(d), and (3) the PARTIES have paid all outstanding invoices.

Section 6. Assessment for Proportional Cost for PLANS. The PARTIES agree to pay the City of Redondo Beach for preparation and delivery of the Phase I PLANS in the amounts shown in Table (1a) and Table (1b) of Exhibit A, based on the cost allocation formula shown in Table (2) of Exhibit A, attached hereto and made part of this MOU by this reference. The City of Redondo Beach will annually invoice the PARTIES upon execution of this MOU as shown in Table (3) of Exhibit A, based on the allocated cost for developing the PLANS and the project administration and management costs at a percentage not to exceed 10% of the allocated costs for development of the PLANS. At the end of each fiscal year, the City of Redondo Beach will provide the PARTIES with a Statement with the actual expenditures. Unexpended funds at the termination of this MOU will be reimbursed to the PARTIES. The PARTIES agree to pay the City of Redondo Beach for preparation and delivery of the Phase II PLANS. The cost of preparing Phase II PLANS will be negotiated with the Consultant at the conclusion of Phase I and will be allocated to the PARTIES by way of amendment to Table (1a) and Table (1b) of Exhibit A.

Section 7. City of Redondo Beach Agrees:

- a. To solicit proposals for, award and administer a Consultant contract for the preparation and delivery of the PLANS. The CITY OF REDONDO BEACH shall be

compensated for the administration and management of the Consultant contract as described in Exhibit A.

- b. To utilize the funds deposited by the PARTIES only for the administration of the Consultant contract, project management, and the preparation and completion of the PLANS.
- c. To provide the PARTIES with one (1) electronic copy and one (1) hard copy of the completed PLANS within seven business days after receipt from the Consultant.
- d. To provide an accounting upon the early termination of this MOU pursuant to section 11(a) or 60 days after the date the Regional Board gives final approval to the last outstanding portion of the PLANS. The CITY OF REDONDO BEACH shall return any unused portion of all funds deposited with the CITY OF REDONDO BEACH using the cost allocated formulas used in Exhibit A.
- e. To notify the PARTIES if the actual cost of the preparation of the PLANS will exceed the cost estimates shown on Exhibit A and obtain approval of the increase from the PARTIES prior to executing extra work, or work associated with a changed Scope of Work. Upon approval of the cost increase by the PARTIES, the CITY OF REDONDO BEACH will invoice the PARTIES per the cost allocation formulas on Exhibit A.
- f. To not submit any PLANS to the Regional Board unless and until the PLANS have been approved, in writing, for submittal by all PARTIES to this MOU.

Section 8. THE PARTIES Further Agree:

- a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing deliverables in a timely manner, and informing city administration and council.
- b. To fund the cost of the preparation and delivery of the PLANS and to pay the CITY OF REDONDO BEACH for the preparation and delivery of the PLANS based on the cost allocation shown on Exhibit A.
- c. To grant reasonable access rights and entry to the Consultant, on an as-needed basis during the term of this MOU to the PARTY'S storm drains, channels, catch basins, and similar properties (FACILITIES) to achieve the purpose of this MOU. Prior to exercising said right of entry, the CITY OF REDONDO BEACH or its Consultant shall provide written notice to the PARTIES at least 72 hours in advance. For the purpose of this provision, written notice shall include notice delivered via e-mail that has been delivered to the PARTIES' representative identified in Exhibit B.

Section 9. Invoice and Payment

- a. Payment: The PARTIES shall reimburse the CITY OF REDONDO BEACH for their proportional share cost preparation and delivery of PLANS and project administration and management cost as shown in Table (1b) and Table (1c) of Exhibit A within thirty (30) days of receipt of the invoice from the CITY OF REDONDO BEACH.
- b. Invoice: The CITY OF REDONDO BEACH will invoice PARTIES as shown in Table (3) of Exhibit A.
- c. Late Payment Penalty: Any payment that is late shall be subject to interest on the original amount due from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent for any payment that is made up to 30 days after the due date. The Prime Rate in effect when the payment first became due plus five (5) percent shall apply for any payment that is made from 31 to 60 days after the due date. The

Prime Rate in effect when the payment first became due plus ten (10) percent shall apply for any payment that is made more than 60 days after the due date. Regardless of the penalty rates stated above, the rates due shall not exceed the maximum allowed by law.

Section 10. Indemnification

- a. To the fullest extent permitted by law, the CITY OF HERMOSA BEACH, the CITY OF MANHATTAN BEACH, the CITY OF TORRANCE, the LACFCD and the CITY OF REDONDO BEACH agree to indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the PARTIES or a court of competent jurisdiction, the PARTY responsible for liability to the other will indemnify the other PARTY to this MOU for the percentage of liability determined.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act of omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose, each of the PARTIES indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by all PARTIES. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If a PARTY fails to comply with any of the terms or conditions of this MOU, that PARTY shall have rights to work completed under the MOU up to the time of that PARTY'S non-compliance, but shall forfeit its rights to work completed after the point of non-compliance. No such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

Section 12. General Provisions

- a. Notices. Any notices bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY at the address set forth in Exhibit B. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (1) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (2) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purpose of this MOU, the PARTIES hereby designate as their respective Party Representatives the persons named in Exhibit B. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.
- c. Relationship to PARTIES. The PARTIES are and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligations, or liability on behalf of another PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon and inure to the benefit of each PARTY to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by all the PARTIES.
- f. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- g. Assignment Prohibited. No PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.
- h. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- i. No Presumption in Drafting. The PARTIES to this MOU agree that the general rule that an MOU is to be interpreted against the PARTY drafting it, or causing it to be prepared, shall not apply.
- j. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior contemporaneous agreements, whether written or oral, with respect hereto.
- k. Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).

- l. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- m. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

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

CITY OF REDONDO BEACH

Date: _____

By: _____
Steve Aspel, Mayor

ATTEST:

By: _____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM

By: _____
Mike Webb, City Attorney

CITY OF HERMOSA BEACH

Date: _____

By: _____
Patrick Bobko, Mayor

ATTEST:

By: _____
Elaine Doerfling, City Clerk

APPROVED AS TO FORM

By: _____
Michael Jenkins, City Attorney

CITY OF MANHATTAN BEACH

Date: _____

By: _____
David J. Lesser, Mayor

ATTEST:

By: _____
Liza Tamura, City Clerk

APPROVED AS TO FORM

By: _____
Quinn Barrow, City Attorney

CITY OF TORRANCE

Date: _____

By: _____
Frank Scotto, Mayor

ATTEST:

By: _____
Sue Herbers, City Clerk

APPROVED AS TO FORM

By: _____
John Fellows, City Attorney

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Date: _____

By: _____
Gail Farber, Chief Engineer

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By: _____
Associate

Date: _____

EXHIBIT A
BEACH CITIES
EWMP/CIMP GROUP
PHASE I
Funding Contributions

TABLE 1a. TOTAL COST

Item		Total Cost
Contract Cost	(a)	\$278,414
RB Contract Management Fee (10%)	(b)	\$27,841
Sub-Total Cost	(a) + (b) = (c)	\$306,255
LACFCD Allocation (10%) [1]	(c) x 10% = (d)	\$30,626
TOTAL COST TO BE DISTRIBUTED	(c) - (d) = (e)	\$275,630
Santa Monica Watershed [2]		\$137,815
Dominguez Channel Watershed [2]		\$137,815

Notes

[1] The Los Angeles County Flood Control District (LACFCD) has committed to contributing 10% of the Total Cost for their share in the development of the plans.

[2] Using tributary land areas, the two watersheds were estimated to have an even split.

[3] Adjustments were made to Redondo Beach and Manhattan Beach to subtract the acreage of the Wylie Sump.

[4] Adjustments were made to Redondo Beach and Torrance to subtract the acreage of Machado Lake.

[5] Adjustment was made to Torrance to subtract the acreage of the Ocean and Bishop Montgomery basins.

TABLE 1b. DISTRIBUTION OF TOTAL COST AMONG PARTICIPATING AGENCIES

Combined Santa Monica Bay and Dominguez Channel Watershed				
Agency	Acres	Adjusted Acres	Percent of Area	Distributed Total Cost
City of Redondo Beach	3,831.11	3,756.87	19%	\$68,907
City of Hermosa Beach	831.51	811.46	4%	\$15,160
City of Manhattan Beach	2,428.44	2,390.09	12%	\$42,585
City of Torrance	13,370.55	7,892.07	65%	\$148,978
LACFCD	N/A	N/A		\$30,626
TOTAL	20,461.61	14,850.49	100%	\$306,255

Table 2. Cost Allocation Formula

$$\text{AGENCY Cost} = \text{Total EWMP\&CIMP Cost} \times \text{Agency Percent of Area}$$

Table 3. Invoice Schedule

Agency	Agency Cost	Deposit Schedule	
	Total Cost	Jan 1, 2014	
City of Redondo Beach	\$ 68,907	\$	68,907
City of Hermosa Beach	\$ 15,160	\$	15,160
City of Manhattan Beach	\$ 42,585	\$	42,585
City of Torrance	\$ 148,978	\$	148,978
LACFCD	\$ 30,626	\$	30,626
TOTAL	\$ 306,255	\$	306,255

EXHIBIT B

BEACH CITIES WMG EWMP/CIMP GROUP Responsible Agencies Representative

1. City of Redondo Beach
Department of Public Works, Engineering Division
415 Diamond Street
Redondo Beach, CA 90266

Elaine Jeng, P.E.
E-mail: elaine.jeng@redondo.org
Phone: (310) 318-0661 x2279
Fax: (310) 374-4828

2. City of Hermosa Beach
Department of Public Works
1315 Valley Drive
Hermosa Beach, CA 90254

Frank Senteno, P.E.
E-mail: fsenteno@hermosabch.org
Phone: (310) 318--0238
Fax: (310) 937-5015

3. City of Manhattan Beach
Department of Public Works
1400 Highland Avenue
Manhattan Beach, CA 90266

Raul Saenz
E-mail: rsaenz@citymb.info
Phone: (310) 802-5315
Fax: (310) 802-5314

4. City of Torrance
Department of Public Works
20500 Madronna Avenue
Torrance, CA 90503

John C. Dettle, P.E.
E-mail: jdettle@TorranceCA.gov
Phone: (310) 618-3059
Fax: (310) 781-6902

5. Los Angeles County Flood Control District
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue

Alhambra, CA 91803

Gary Hildebrand

E-mail: ghildeb@dpw.lacounty.gov

Phone: (626) 458-4300

Fax: (626) 457-1526

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH, THE CITY OF HERMOSA BEACH, THE CITY OF MANHATTAN
BEACH, THE CITY OF TORRANCE, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

REGARDING THE ADMINISTRATION AND COST SHARING FOR UPDATING THE ENHANCED
WATERSHED MANAGEMENT PROGRAM AND REASONABLE ASSURANCE ANALYSIS
FOR THE BEACH CITIES WATERSHED MANAGEMENT GROUP**

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature set forth below by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, the CITY OF HERMOSA BEACH, a general law city, the CITY OF MANHATTAN BEACH, a general law city, the CITY OF TORRANCE, a chartered municipal corporation, and THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic (collectively known as the "PARTIES" or individually as "PARTY").

WITNESSETH

WHEREAS, Order No. R4-2012-0175 issued by the Los Angeles Regional Water Quality Control Board (Regional Board) as amended by State Water Board Order WQ 2015-0075 and Regional Board Order R4-2012-0175-A01 (Order No. R4-2012-0175 as amended), also known as NPDES No. CAS004001, requires that the LACFCD, the County of Los Angeles, and Cities within Los Angeles County (except for the cities of Avalon, Long Beach, Palmdale, and Lancaster), also known as Permittees, comply with the prescribed elements of Order No. R4-2012-0175 as amended; and

WHEREAS, Order No. R4-2012-0175 as amended requires that Permittees submit an updated Watershed Management Program or Enhanced Watershed Management Program with an updated Reasonable Assurance Analysis (Updated EWMP and RAA) by June 30, 2021 or sooner in accordance with the adaptive management process described in Part VI.C.8. of Order No. R4-2012-0175 as amended; and

WHEREAS, the next Regional Phase I municipal stormwater permit (anticipated to be released in Fall 2020), which will supersede Order No. R4-2012-0175 as amended, is expected to continue to require an Updated EWMP and RAA by June 30, 2021; and

WHEREAS, the Updated EWMP and RAA must incorporate both water quality data and control measure performance data and any other information informing the adaptive management process gathered through December 31, 2020; and

WHEREAS, the PARTIES have previously collaborated in developing the EWMP and RAA for the Beach Cities Watershed Management Group approved by the Regional Board on April 18, 2016, the compliance strategy and schedule for the Santa Monica Bay Debris Total Maximum

Daily Load was modified and approved on February 6, 2018, and the adaptive management changes to control measures on July 23, 2019 were incorporated; and

WHEREAS, the PARTIES have determined that certain regional projects identified in the EWMP were canceled, are not feasible, or must be enhanced and therefore it is necessary to prepare feasibility studies for new or enhanced regional projects in order to update the EWMP and RAA; and

WHEREAS, the PARTIES have determined that hiring an engineering consultant (ENGINEERING CONSULTANT) to update the EWMP and RAA will be beneficial to the PARTIES and the PARTIES desire to participate and provide funding in accordance with the cost allocation schedule in Exhibit A, which is attached and incorporated herein; and

WHEREAS, the CITY OF REDONDO BEACH will prepare the Updated EWMP and RAA with the assistance of the ENGINEERING CONSULTANT; and

WHEREAS, the PARTIES agree that each PARTY shall ensure its own compliance with Order No. R4-2012-0175 as amended and any superseding order.

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

Section 1. Recitals: The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose: The purpose of this MOU is to cooperatively fund and administer the work necessary to develop feasibility studies for selected EWMP Regional projects and to update the EWMP and RAA to obtain approval of the Updated EWMP and RAA from the Regional Board (collectively "WORK").

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

Section 4. Voluntary: This is a voluntary MOU entered into for the purpose described in Section 2.

Section 5. Term: This MOU shall become effective on the date of the final execution by the PARTIES and shall remain in effect until (1) the Regional Board has given final approval of the Updated EWMP and RAA, (2) all WORK related to this MOU's purpose and Scope of Work as described in Exhibit C has been completed, (3) the CITY OF REDONDO BEACH has provided the PARTIES with an accounting as set forth in Section 7, and (4) the PARTIES have paid all outstanding invoices from the CITY OF REDONDO BEACH.

Section 6. Assessment for Proportionate Cost: The PARTIES agree to pay the CITY OF REDONDO BEACH for the WORK as provided in Exhibit A, attached hereto and incorporated herein. The

CITY OF REDONDO BEACH will invoice the PARTIES upon execution of this MOU as provided in Exhibit A. At June 30th of each year, the CITY OF REDONDO BEACH will provide the PARTIES with a statement of actual expenditures. Unexpended funds at the termination of the MOU will be reimbursed to the PARTIES.

Section 7. CITY OF REDONDO BEACH Agrees:

- a. To prepare and complete the WORK.
- b. To utilize the funds deposited by the PARTIES only for the administration of the ENGINEERING CONSULTANT contract and completion of the WORK.
- c. To contract with an ENGINEERING CONSULTANT to perform the Scope of Work in Exhibit C.
- d. To notify the PARTIES if the actual cost of the WORK will exceed the cost estimates shown in Exhibit A and obtain approval from the PARTIES for the increase in cost prior to directing the ENGINEERING CONSULTANT to proceed with executing extra work or work associated with a change in Scope of Work. Upon approval of the cost increase by the PARTIES, the CITY OF REDONDO BEACH will invoice the PARTIES in accordance with the cost allocation schedule in Exhibit A.
- e. To provide the PARTIES with one (1) electronic copy of the completed WORK within seven business days after receipt from the ENGINEERING CONSULTANT.
- f. To obtain written approval from all PARTIES prior to submitting the Updated EWMP and RAA to the Regional Board.
- g. To submit the Updated EWMP and RAA to the Regional Board on behalf of the PARTIES in accordance with applicable deadlines.
- h. To provide an accounting upon the early termination of this MOU pursuant to Section 10 or 60 days after the date the Regional Board gives final approval of the Updated EWMP and RAA. The CITY OF REDONDO BEACH shall return any unused portion of all funds deposited with the CITY OF REDONDO BEACH using the cost allocation schedule's formulas in Exhibit A.

Section 8. The PARTIES Further Agree:

- a. To cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, facilitating community engagement, reviewing deliverables in a timely manner, and obtaining appropriate approval from the PARTIES' respective administrations and governing bodies.

- b. To grant reasonable access rights and entry to the ENGINEERING CONSULTANT as needed during the term of this MOU to the PARTIES' storm drain infrastructure, rights-of-way, and municipal properties (FACILITIES) to achieve the purpose of this MOU. Prior to exercising said access rights and entry, the CITY OF REDONDO BEACH or its ENGINEERING CONSULTANT will obtain any necessary no-fee permits and provide prior written notice of the PARTIES at least 72 hours in advance. For the purpose of this provision, written notice will include notice delivered via email to the PARTIES' representatives identified in Exhibit B.
- c. To pay their respective proportionate shares of the cost of the WORK and the costs of the CITY OF REDONDO BEACH for the administration and delivery of the WORK based on the cost allocation schedule in Exhibit A.
- d. To deposit funds with the CITY OF REDONDO BEACH for their proportionate share of the cost of the WORK and project administration and management as provided in Exhibit A within thirty (30) days of receipt of the invoice from the CITY OF REDONDO BEACH.

Section 9. Indemnification:

- a. To the fullest extent permitted by law, the PARTIES agree to indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to each PARTY's own fault. Following a determination of the percentage of fault of each PARTY, and/or liability by agreement between the PARTIES, or a court of competent jurisdiction, the PARTY responsible for liability will indemnify the other PARTIES to this MOU for the percentage of liability determined.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose, each of the PARTIES indemnifies, defends, and holds harmless the other PARTIES for any liability, cost, or expense that may be imposed upon the PARTIES solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 10. Termination, Default and Unilateral Withdrawal

- a. Termination: This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the ENGINEERING CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If this MOU is terminated upon express written agreement of all PARTIES, then each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the EWMP implementation and the RAA analysis.
- c. Default: If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, and funding already provided, and be responsible for the payment of fines, penalties and costs incurred as a result of the non-performance of the EWMP implementation and the RAA analysis, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and 60 days to cure the alleged default.
- d. THE CITY OF REDONDO BEACH will notify in writing all PARTIES, and may notify the REGIONAL BOARD, within fourteen (14) days of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. Should the default be failure to provide funding, then the defaulting PARTY will be withdrawn from the MOU and costs will be adjusted pursuant to Section 11(e) below.
- e. Unilateral Withdrawal: Should any PARTY unilaterally withdraw from this MOU, the remaining PARTIES shall work to amend this MOU to revise the cost allocation schedule's formulas and revise the Scope of Work to maintain the MOU purpose.

Should the default or unilateral withdrawal of this MOU render the CITY OF REDONDO BEACH in violation of any federal, state or local laws, rules or regulations, the PARTY(S) that defaults or unilaterally withdraws from this MOU shall be responsible for any fines, penalties, or interest.

Section 11. General Provisions:

- a. Notices: Any notices, bills, invoices or reports relating to this MOU and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY at the address set forth in Exhibit B. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall

include notice delivered via email or fax. A notice shall be deemed to have been received on (1) the date of delivery if delivered by hand during regular business hours or by confirmed facsimile or by email; or (2) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

- b. Administration: For the purpose of this MOU, the PARTIES hereby designate as their respective PARTY REPRESENTATIVES the persons named in Exhibit B. The designated PARTY REPRESENTATIVES or their respective designees shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that they are authorized to sign this MOU on behalf of such PARTY and shall be personally liable if that PARTY is not authorized to sign this MOU.
- c. Relationship of PARTIES: The PARTIES are and shall remain at all times wholly independent entities as to each other. No PARTY to this MOU shall have the power to incur any debt, obligation or liability on behalf of another PARTY unless expressly provided to the contrary by this MOU. No employee, agent, official or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, official or officer of another PARTY.
- d. Binding Effect: this MOU shall be binding upon and inure to the benefit of each PARTY to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e. Amendment: The terms and provisions of this MOU may not be amended, modified or waived except by an instrument in writing signed by all the PARTIES.
- f. Waiver: Waiver by any PARTY to this MOU of any term, condition or covenant of this MOU shall not constitute a waiver of any other term, condition or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- g. Assignment Prohibited: No PARTY may assign its respective rights or obligations under this MOU without the prior written consent of all other PARTIES.
- h. Law to Govern and Venue: This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the State trial courts shall lie exclusively in the County of Los Angeles.
- i. No Presumption in Drafting: The PARTIES to this MOU agree that the general rule that an MOU is to be interpreted against the PARTY drafting it or causing it to be prepared shall not apply.

- j. Entire Agreement: This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior contemporaneous agreements whether written or oral with respect hereto.
- k. Severability: If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void or unenforceable provision(s).
- l. Counterparts: This MOU may be executed in any number of counterparts including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU. The PARTIES (i) agree that an electronic signature, whether digital or encrypted, of a PARTY to this MOU is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) are intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other PARTY will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this MOU based on the foregoing forms of signature.
- m. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

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

[SIGNATURE PAGES FOLLOW]

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: _____
MARK PESTRELLA, Chief Engineer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

CITY OF MANHATTAN BEACH

By: _____

Bruce Moe
City Manager

Date: _____

ATTEST:

By: _____

Liz Tamura
City Clerk

APPROVED AS TO FORM:

By: _____

Quinn M. Barrow
City Attorney

CITY OF TORRANCE

By: _____
Patrick J. Furey
Mayor

Date: _____

ATTEST:

By: _____
Rebecca Poirier
City Clerk

APPROVED AS TO FORM:

By: _____
Patrick Sullivan
City Attorney

CITY OF REDONDO BEACH

By: _____
William C. Brand
Mayor

Date: _____

ATTEST:

By: _____
Eleanor Manzano
City Clerk

APPROVED AS TO FORM:

By: _____
Michael W. Webb
City Attorney

CITY OF HERMOSA BEACH

By: _____
Mary Campbell
Mayor

Date: _____

ATTEST:

By: _____
Eduardo Sarmineto
City Clerk

APPROVED AS TO FORM:

By: _____
Michael Jenkins
City Attorney

EXHIBIT A

COST ALLOCATION SCHEDULE

	Costs for Beach Cities Updating EWMP and RAA	
Task #	Task Description	
1.0	Project Management, Coordination and Meetings	\$ 28,220.00
2.1	Identification of Water Quality Priorities	\$ 15,910.00
2.2	Summary of Existing and Potential Control Measures	\$ 13,774.00
2.3	Reasonable Assurance Analysis (RAA) Approach	\$ 10,456.00
3.1	List of Regional Projects and Initial Screening	\$ 12,048.00
3.2	Identify Selected Control Measures and Conduct RAA	\$ 83,072.00
3.3	Prepare Draft and Final EWMP	\$ 55,568.00
Subtotal Update EWMP/RAA		\$ 219,048.00
4.1	Feasibility Studies Planning and Details (4 projects)	\$ 76,392.00
4.3	Prepare Draft and Final SCW Feasibility Studies (4 projects)	\$ 46,096.00
Subtotal Feasibility study (4 projects)		\$ 122,488.00
4.2	Feasibility Studies Preliminary Design/Engineering Analysis (3 projects)	\$ 198,969.00
4.4	Feasibility Studies Public Outreach and Engagement (3 projects)	\$ 92,077.00
Subtotal Preliminary Design & Public Engagement (3 projects)		\$ 291,046.00
	Total EWMP Update - All Tasks	\$ 632,582.00
	Contingency (10%)	\$ 63,258.20
	Administration Costs (10%)	\$ 69,584.02
EWMP Update Total - All Tasks with contingency and administration		\$ 765,424.22

Table A - Cost Allocation for Update of EWMP/RAA Tasks 1 - 3		
Cost to be Allocated among All Parties including 10% contingency and 10% admin		\$ 265,048.08
LACFCD Allocation (10% of Total for Tasks 1-3)		\$ (26,504.81)
Remaining Cost for EWMP/RAA Tasks 1-3		\$ 238,543.27
Participating City	Equal Cost Shares for Baseline EWMP/RAA Update Tasks	Cost Allocation
City of Redondo Beach	25.00%	\$ 59,635.82
City of Manhattan Beach	25.00%	\$ 59,635.82
City of Hermosa Beach	25.00%	\$ 59,635.82
City of Torrance	25.00%	\$ 59,635.82
	100.00%	\$ 238,543.27

Table B - Cost Allocation for Tasks 4.1 & 4.3: Feasibility Studies Project Planning (for 4 Projects) ^[1]					
Cost to be Allocated among Participating Parties including 10% contingency and 10% administration					\$ 148,210.48
Participating City	Project Tributary Area (acres) by City and Watershed				Cost Allocation
	Herondo Sub-Watershed ^[2]	Dominguez Channel Watershed ^[3]	Total Tributary Area	% of Total Tributary Area	
City of Redondo Beach	1057	1217	2274	72.8%	\$ 107,849.80
City of Manhattan Beach	53	350	403	12.9%	\$19,113.22
City of Hermosa Beach	283	0	283	9.1%	\$ 13,421.94
City of Torrance	165	0	165	5.2%	\$ 7,825.51
			3125	100.00%	\$ 148,210.48

Table C - Cost Allocation Tasks 4.2 & 4.4: Feasibility Studies Preliminary Engineering and Public Engagement (for 3 Projects) ^[4]					
Cost to be Allocated among Participating Parties including 10% contingency and 10% administration					\$ 352,165.66
Adjustment/Credit from Hermosa Beach ^[5]					\$ (160,000.00)
Remaining Cost for Preliminary Engineering & Public Engagement (3 Projects in Herondo Tributary Area)					\$ 192,165.66
Participating City	Project Tributary Area (acres) by City and Watershed				Cost Allocation
	Herondo Sub-Watershed ^[2]	Dominguez Channel Watershed ^[3]	Total Tributary Area	% of Total Tributary Area	
City of Redondo Beach	1057	0	1057	67.8%	\$ 130,371.70
City of Manhattan Beach	53	0	53	3.4%	\$ 6,537.09
City of Hermosa Beach	283	0	283	18.2%	\$ 34,905.57
City of Torrance	165	0	165	10.6%	\$ 20,351.31
			1558	100.00%	\$ 192,165.66

[1] Table B based on four (4) projects with 1 project located in Dominguez Channel and 3 projects located in Herondo.

[2] Includes tributary area to Herondo outfall outside of Torrance Basins since Torrance Basin Expansion project is an 85% 24-hr runoff capture project.

[3] Excludes Torrance' Tributary area to Dominguez based on assumption that 4th project is to be located in Manhattan/Redondo tributary area of Dominguez to substitute for infeasible regional projects in original EWMP.

[4] Table C based on three (3) projects in Herondo only

[5] Adjustment/credit based on contribution from Hermosa Beach toward feasibility studies due to termination of Hermosa Greenbelt Project per Dissolution MOU.

Allocation of Total Costs Among All Parties					
	Cost from Table A for Tasks 1-3	Cost from Table B for Subtasks 4.1 & 4.3	Cost from Table C for Subtasks 4.2 & 4.4	Adjustment [5]	Total Cost Allocation
City of Redondo Beach	\$ 59,635.82	\$ 107,849.80	\$ 130,371.70		\$ 297,857.32
City of Manhattan Beach	\$ 59,635.82	\$ 19,113.22	\$ 6,537.09		\$ 85,286.13
City of Hermosa Beach	\$ 59,635.82	\$ 13,421.94	\$ 34,905.57	\$ 160,000.00	\$ 267,963.33
City of Torrance	\$ 59,635.82	\$ 7,825.51	\$ 20,351.31		\$ 87,812.64
LACFCD [6]	\$ 26,504.81				\$ 26,504.81
EWMP Update Total Cost					\$ 765,424.23

[5] Adjustment/credit based on contribution from Hermosa Beach toward feasibility studies due to termination of Hermosa Greenbelt Project per Dissolution MOU.

[6] [LACFCD is contributing 10% of costs of updating EWMP and RAA, Tasks 1 - 3 only

EXHIBIT B

BEACH CITIES WATERSHED MANAGEMENT GROUP

Responsible Agencies' Representatives

1	City of Redondo Beach Department of Public Works, Engineering Division 415 Diamond Street Redondo Beach, CA 90266	Geraldine Trivedi E-mail: Geraldine.Trivedi@redondo.org Phone: (310) 318-0661 x2036 Fax: (310) 374-4828
2	City of Hermosa Beach Department of Public Works 1315 Valley Drive Hermosa Beach, CA 90254	Douglas Krauss E-mail: dkrauss@hermosabeach.gov Phone: (310) 750-3603 Fax: (310) 372-6186
3	City of Manhattan Beach Department of Public Works 1400 Highland Avenue Manhattan Beach, CA 90266	Shawn Igoe E-mail: sigoe@citymb.info Phone: (310) 802-5315 Fax: (310) 802-5314
4	City of Torrance Department of Public Works 20500 Madrona Avenue Torrance, CA 90503	John C. Dettle, P.E. E-mail: jdettle@TorranceCA.gov Phone: (310) 618-3059 Fax: (310) 781-6902
5	Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803	Paul Alva E-mail: palva@dpw.lacounty.gov Phone: (626) 458- 4325

EXHIBIT C

SCOPE OF WORK

CONSULTANT'S DUTIES

Consultant shall perform the following duties to update and revise the Beach Cities Enhanced Watershed Management Plan (EWMP) and Reasonable Assurance Analysis (RAA) (collectively "Project"). Consultant shall also perform up to four subsequent stormwater feasibility studies ("Subsequent Projects")

A. Task 1 – Project Management, Coordination, and Meetings

1. Provide all activities related to the management of the Project as set forth below.
 - a. Attend all monthly Beach Cities Watershed Management Group ("WMG") meetings.
 - b. Attend up to four additional meetings, including those with the Los Angeles Regional Board Staff and/or Technical Advisory Committee members.
 - c. Attend and be an active participant by sharing information and resolving any issues and concerns on the Project-related calls.
 - d. Provide additional Project management duties to complete the Project, including without limitation coordination with subconsultants, responding to emails, and scheduling meetings.
 - e. Prepare summary notes from meetings, support material for meetings upon City's request, and provide a detailed Project schedule.

B. Task 2 – Revised EWMP Planning

1. Identify water quality priorities as set forth below.
 - a. Update analyses for all applicable water quality data and confirmation of the various water quality priorities to be included in the revised EWMP.
 - b. Perform all required analyses for completion of the RAA, including without limitation performing a long-term trends analysis of shoreline bacteria data.
 - c. Prepare a memorandum summarizing results of analyses performed related to the water quality prioritization and a summary of any changes proposed to the EWMP/RAA related to these water quality priorities.
2. Summarize existing and potential control measures. Perform updates to the existing and potential stormwater control measures in the Beach Cities Area. Identify all stormwater controls as part of the revised RAA/EWMP, including prioritizing regional projects to be considered by the WMG within a few key sub-watersheds and removal of Best Management Practices ("BMPs") no longer considered for implementation by the WMG.
3. Summarize a proposed approach to the revised RAA process.

C. Task 3 – Revised EWMP

1. Prepare a final list of regional projects to be included in the RAA and initially screen each project to verify inclusion in the revised EWMP.
2. Update and re-run the RAA.
 - a. Prepare technical memorandum comparing two models for the RAA, the County's Watershed Management Modeling System (WMMS) and the Structural BMP Prioritization and Analysis Tool (SBPAT).
 - b. Once the WMG determines the preferred RAA model to update the EWMP, utilize the preferred model.
 - c. Modify the RAA software with the addition of applicable water quality data and calibrate based on flow data collected in accordance with the Beach Cities Coordinated Integrated Monitoring Plan. Ensure the RAA shall iteratively analyze various BMP scenarios in targeted watersheds to identify the Subsequent Projects' implementation strategy that demonstrates reasonable assurance of compliance with applicable laws, regulations and rules while also meeting the Beach Cities requirements of siting, funding, and scheduling.
3. Prepare a draft and final revised EWMP.
 - a. Reformat the revised EWMP to be consistent with recent EWMPs, including but not limited to, the 2018 Rio Hondo/San Gabriel River Revised EWMP. Input the most technical information to appendices and simplify the main body of the EWMP to make it more user-friendly.
 - b. Submit the revised EWMP in electronic format (draft, final draft, and final) in accordance with the schedule determined by WMG.
 - c. Submit a hard copy of the Final EWMP to each of the Beach Cities Group Members (five hard copies).
 - d. Provide one round of revision based on the comments received from the Regional Board. Submit a final version to the Regional Board by June 30, 2021.

D. Task 4 – Safe, Clean Water Program Feasibility Studies

1. Conduct background research, planning, and concept design for the Subsequent Projects agreed on by the WMG, in coordination with Task 3. Incorporate the information gathered into the feasibility studies.
2. Conduct preliminary design and engineering analysis for three of the Subsequent Projects agreed to by the WMG. Perform a preliminary geotechnical investigation for three project locations to evaluate the soil characteristics, geologic conditions, and groundwater conditions with regard to the feasibility of on-site stormwater infiltration. Include subsurface exploration, field infiltration testing, geotechnical laboratory testing, and focused engineering analyses, as appropriate.

3. Conduct public outreach on at least three project locations to allow public input on the Project development. Ensure the public outreach is in the City and led by a reputable subcontractor which shall be subject to City approval. Inform the communities about upcoming work that will serve these neighborhoods and ensure that all interested community members are sufficiently heard. Include the following tasks in the public outreach.
 - a. Plan and frequently communicate with the WMG.
 - b. Perform reconnaissance work (such as canvassing, surveying, scouting).
 - c. Produce and distribute collateral documents to be used in information sharing.
 - d. Place advertisements through various print and social media outlets.
 - e. Provide leadership for up to six community meetings and/or individual stakeholder meetings with key constituencies.
4. Prepare draft and final feasibility studies for the Subsequent Projects. Submit final feasibility studies through the Safe Clean Water Program project portal by the July 31, 2021 deadline. Prepare the feasibility studies in accordance with the Safe Clean Water Program Feasibility Study Guidelines and ensure it includes the following components.
 - a. Project background and other applicable narrative;
 - b. A preliminary design and engineering analysis, including water quality and water supply benefits analysis;
 - c. Information derived from a preliminary site investigation, including environmental history (from a Phase I records search and ASTM report) and utilities clearance;
 - d. Geotechnical information;
 - e. A monitoring plan;
 - f. An operations and maintenance plan;
 - g. A lifecycle cost analysis; and
 - h. Additional information such as community benefits, and vector control analysis.

Date: January 15, 2020
To: Geraldine Trivedi, City of Redondo Beach
From: Geosyntec Consultants
Subject: South Bay Beach Cities Revised EWMP
Proposal to Revise EWMP and Provide Feasibility Studies

As specified in the 2012 Los Angeles MS4 Permit (NPDES Order No. R4-2012-0175, including subsequent amendments), each Permittee/Watershed Management Group (WMG) is required to submit an updated Enhanced Watershed Management Plan (EWMP) with an updated Reasonable Assurance Analysis (RAA) by June 30, 2021. This draft proposal has been prepared for the City of Redondo Beach on behalf of the South Bay Beach Cities WMG by Geosyntec Consultants (Geosyntec) in support of these forthcoming revisions to the Beach Cities EWMP.

Additionally, Geosyntec has prepared this proposal to include the analyses and documentation necessary to complete up to four project feasibility studies in accordance with the Safe Clean Water Program Feasibility Study Guidelines.¹

Importantly, many of the assumptions used to draft this proposal are subject to change based on the following:

1. A new Los Angeles MS4 Permit is expected to be released prior June 30, 2021. This new permit may have different or additional requirements related to the revised EWMPs and RAAs.
2. The above-referenced Feasibility Study Guidelines are brand new and subject to change, particularly as projects throughout the County begin to gather data and apply for Measure W funding.²

¹ As adopted by Los Angeles County Flood Control District (Chief Engineer Daniel Lafferty) on September 19, 2019.

² Geosyntec will be attending a meeting hosted by Los Angeles County on November 12 that is designed to shed further light on the project application and selection process.

In light of these potential impacts, we have included parenthetical notes within this proposal to identify areas that may be subject to significant scope/budget alteration.

SCOPE OF WORK

The drafted scope of work covers project management (Task 1), planning and preparation related to the revised EWMP (Task 2), re-running the RAA and revising the EWMP per the 2012 MS4 Permit (Task 3), and completion of the feasibility studies (Task 4).

Task 1 – Project Management, Coordination, and Meetings

All activities related to the management of the Project, including meeting attendance, coordination, communication, and scope/schedule/cost management will be provided under this task. Specifically, Task 1 includes the following:

- Attendance at all monthly WMG meetings for the duration of the contract (assumed to be January 2020 through June 2021). As Geosyntec already attends a significant number of Beach Cities WMG meetings for the Beach Cities CIMP Implementation, some cost savings have been assumed for this task.
- Attendance at up to four additional meetings, including those with Regional Board Staff or Technical Advisory Committee members.
- Participation in Project-related calls.
- Additional project management duties necessary to complete the Project (e.g., coordination with subconsultants; response to emails; scheduling; etc.)

Task 1 Deliverables

- Summary notes from meetings.
- Preparation of support material for meetings on an as-needed basis.
- Detailed Project schedule.

Task 2 – Revised EWMP Planning

As part of the original EWMP, an EWMP Work Plan was required to be submitted to the Regional Board. Although that does not appear to be a requirement for the revised EWMP, there are some key components of the Work Plan process that will be necessary to complete prior to revised RAA/EWMP being completed. These components include:

- Updated analyses for all applicable water quality data and confirmation of the various water quality priorities to be included in the revised EWMP. Much of this analysis has been completed by Geosyntec as part of the WMG's Annual Report and IMCR process, though some additional analyses are likely necessary for

completion of the RAA (e.g., a long-term trends analysis of shoreline bacteria data).

- Updates to the existing and potential stormwater control measures in the Beach Cities Area. This collaborative effort will aim to identify all stormwater controls that will need to be analyzed as part of the revised RAA/EWMP, including prioritization of regional projects to be considered within a few key subwatersheds.
- A summary of proposed changes to the RAA process

Task 2 Deliverables

- A draft memorandum summarizing results of analyses performed related to the water quality prioritization, as well as a summary of any changes proposed to the EWMP/RAA related to these water quality priorities.
- A draft memorandum summarizing existing and proposed BMPs based on the approved Beach Cities EWMP, including the removal of BMPs no longer considered for implementation as well as the identification of new BMPs already identified by the WMG.
- A draft memorandum summarizing proposed changes to the RAA.

Task 2 Assumptions

- All memoranda will be submitted electronically in Word/PDF format.
- Unless otherwise directed, the deliverables will not be finalized, but will be incorporated into the revised EWMP, as appropriate.

Task 3 – Revised EWMP

This task will cover the completion of the revised EWMP, including updating and re-running the RAA. Per the 2012 MS4 Permit, the RAA software will be modified with the addition of applicable water quality data, and will be calibrated (to the extent feasible) based on flow data collected per the Beach Cities CIMP. The RAA will then iteratively analyze various BMP scenarios in targeted watersheds to seek to identify a project implementation strategy that demonstrates reasonable assurance of compliance while also meeting the Beach Cities needs with respect to siting, funding, scheduling, etc.

Unlike the original Beach Cities EWMP, the revised EWMP will be reformatted for consistency with more-recent EWMPs (e.g., the Rio Hondo/San Gabriel River Revised EWMP, 2018). This will entail moving most technical information to appendices and simplifying the main body of the EWMP in an effort to make it more user-friendly.

Task 3 Deliverables

- Revised EWMP, in electronic format (draft, final draft, and final).

Task 3 Assumptions

- SBPAT will be used to perform the RAA, consistent with the approved EWMP. The Torrance-Dominguez portion of the Beach Cities Area will be revised to be modeled with SBPAT, consistent with the rest of the Beach Cities EWMP.
- The spatial database and watershed hydrology used in the approved EWMP is assumed to be unchanged, with the exception of changes due to watershed control measures.
- The revised EWMP will not include the Machado Lake Watershed.
- This task assumes one round of consolidated comments from the Beach Cities WMG on the draft revised EWMP. Upon incorporation of the comments and finalization of the draft revised EWMP, the document will be submitted to the Regional Board by June 30, 2019. One round of revision is assumed based on comments received from the Regional Board. A final version will then be re-submitted to the Regional Board.

[As previously mentioned, the requirements of the RAA and revised EWMP may be changed based on the expected revised MS4 Permit. If more flexibility is provided with the RAA processes, we could propose a simplified solution for re-running the RAA, which would allow us to trim this scope. Without changes to the Permit requirements, we may be able to simplify the RAA approach in some ways, though we'd need to get buyoff from the Regional Board.]

We are also flexible if the Group is interested in using an alternative model for the RAA. For example, we could switch to using WMMS. Although the impacts of this on the modeling results are unknown at this stage, WMMS appears to be applied more widely throughout the County, and has been consistently maintained by the County (via Paradigm) since the drafting of the original EWMPs. It therefore may provide the Group more flexibility moving forward after the revised EWMP. Alternatively, we are happy to discuss other user-friendly RAA options we have employed in other watersheds (e.g., Orange County). Such an alternative would still use the technical methodology of SBPAT, but would provide the Group a web-based tool to continuously update and manage their various stormwater projects over time.]

Task 4 – Safe, Clean Water Program Feasibility Studies

In conjunction with the revised EWMP and the identification of new stormwater projects within the Beach Cities Area, Geosyntec will provide feasibility studies for up to four (4) stormwater projects. The feasibility studies will be prepared in accordance with the Safe Clean Water Program Feasibility Study Guidelines and will include:

- Project background and other applicable narrative;

- Preliminary design and engineering analysis, including water quality and water supply benefits analysis;
- Information derived from a preliminary site investigation, including environmental history (via a Phase I records search and ASTM report) and utilities clearance;
- Geotechnical information, including a preliminary geotechnical investigation for three of the projects. Each geotechnical investigation will be performed to evaluate the soil characteristics, geologic conditions, and groundwater conditions with regard to the feasibility of on-site stormwater infiltration. The geotechnical evaluation will include subsurface exploration, field infiltration testing, geotechnical laboratory testing, and focused engineering analyses. The findings of the geotechnical evaluation will be presented in a technical letter report to be appended to the feasibility study;
- A monitoring plan;
- An operations and maintenance plan;
- A lifecycle cost analysis; and
- Additional information such as community benefits, vector control analysis, etc.

A key component to this task is public outreach in order to ensure the community has adequate input on project development. Public outreach is proposed to be led by Murakawa Communications located in Redondo Beach. Murakawa Communications has a close relationship with Geosyntec and has been supporting Geosyntec with public outreach and marketing for years. Their goal for this Project will be to sufficiently inform the communities about upcoming work that will serve these neighborhoods for years to come. It is their mission to make sure that all community members are sufficiently heard and that a strong rapport is established with the communities to ensure a successful completion of the various stormwater Projects.

Murakawa Communications' scope of work includes:

- Planning/communications with the Beach Cities WMG;
- Reconnaissance work (such as canvassing, surveying, scouting);
- Production and distribution of collateral documents to be used in information sharing;
- Placement of advertisements through various print and social media outlets;

- Leadership of up to six community meetings and/or individual stakeholder meetings with key constituencies.

Task 4 Deliverables

- Draft and Final Feasibility Report for each project (maximum of four)
- Public outreach material, including meeting flyers, advertisements, and social media.

Task 4 Assumptions

- Each feasibility study will be submitted electronically.
- One of the four projects assumed for the feasibility studies is the Torrance Basin Enhancement Project, which will have significant design work completed (by others) for inclusion in the feasibility study.
- Geotechnical investigations have been assumed to be needed for three projects. The Geotechnical work at each project includes:
 - Review of readily available background materials, including published topographic maps, geologic maps and literature, groundwater data, and aerial photographs.
 - Review of seismic data, including fault hazard maps, seismic hazard maps, and other readily available data regarding geologic and seismic hazards within the project area.
 - A site reconnaissance to document the surficial conditions.
 - Obtain drilling permits and prepare traffic/pedestrian control plans and field inspection meetings.
 - Subsurface exploration comprised of up to four exploratory Hollow Stem Auger (HAS) boreholes. The borings will be drilled with a truck-mounted drill rig and will be logged by our engineer/geologist. Relatively undisturbed samples using a standard penetration test (SPT) and California Modified samplers will be collected at 5 feet intervals starting at 5 feet below ground surface. Bulk samples will be obtained at selected intervals from the boreholes. The upper five feet of each boring will be hand augured. The soil samples will be transported to a geotechnical laboratory for testing. Borings not used for infiltration testing will be backfilled using a mixture of soil and bentonite. Infiltration wells will be pressure grouted at the completion of testing.
 - Perform in-situ infiltration testing in selected borehole locations. In-situ infiltration tests will be performed at depths of approximately 10 to 20 feet below ground surface. The infiltration testing will be in general

accordance with United States Bureau of Reclamation test method USBR 7300-89.³

- Conduct geotechnical laboratory testing of representative soil samples to evaluate in-situ moisture and dry density, gradation, Atterberg limits, and shear strength.
- Environmental testing of representative soil samples to test for the presence of metals, lead, hydrocarbons, VOCs, semi-volatile VOCs, pesticides, and PCBs.
- Preparation of a letter report that includes data compilation and engineering analysis of the information obtained from our background review, subsurface evaluation, and laboratory testing. Our engineering analyses and recommendations will include:
 - Suitability of the site for the proposed infiltration from a geotechnical perspective;
 - Description of the encountered soil conditions, including a discussion of potential geologic and seismic hazards;
 - Measured depth to groundwater based on subsurface exploration and readily available records regarding groundwater in the vicinity.
- Expenses related to geotechnical work (including drillers and laboratory expenses) have been assumed to not exceed \$48,000.
- Murakawa Communications has provided a cost estimate based on significant outreach for up to three projects (each in a separate city/community).

[Without knowing the specific projects for which these feasibility studies will be written, there are numerous unknowns which needed to be assumed for scoping purposes. For example, the assumption about three geotechnical investigations being required is based on the assumption that not all projects will be infiltration projects. Given the high cost of an initial geotechnical investigation, this assumption will have a significant cost impact

³ The Los Angeles County Administrative Manual titled, "Guidelines for Design, Investigation, and Reporting Low Impact Development Stormwater Infiltration" (2014) outlines a Percolation Basin Testing Procedure to be followed for proposed stormwater infiltration systems with volumes greater than 10,000 gallons that are installed as part of Low Impact Development stormwater infiltration. However, Geosyntec has successfully performed the USBR 7300-89 infiltration test method for similar projects and recommends this method as an alternative to the Percolation Basin Testing Procedure outlined in the Los Angeles County Administrative Manual.

if changed. Similarly, we have assumed a very basic monitoring plan and O&M plan at this stage of project development. Depending on what the Group may prefer with respect to the level of detail of these items, this scope can be modified accordingly.]

SCHEDULE

The draft final revised EWMP will be ready for submission to the Regional Board by June 30, 2021, with the first draft submitted to the Group prior to this with sufficient time for review and subsequent edits.

The schedule for the feasibility studies will be determined based on collaboration with the Group, specifically to determine which round of funding the various feasibility studies will be submitted for.

A detailed schedule for the Project will be created upon NTP.

BUDGET

The proposed services will be billed on a time and materials basis. A cost summary is provided below.

Task	Geosyntec Cost	Subs/Other Costs	Total
1 – Project Management	\$27,720	\$500	\$28,220
2 – Revised EWMP Planning	\$40,140	-	\$40,140
3 – Revised RAA/EWMP	\$150,688	-	\$150,688
4 – Feasibility Studies	\$274,043	\$139,491	\$413,534
Total	\$492,242	\$139,991	\$632,582

A detailed breakdown of this estimate is provided in Attachment 1.

[There's much room for flexibility with this budget, based on the needs and desires of the Group. If it makes sense for the Group, a contingency allotment may help with any unforeseen changes (e.g., more geotechnical work).]

Attachment 1

Cost Breakdown

Scope Items		Sr. Principal	Principal	Senior Professional	Project Professional	Professional	Sr Staff Professional	Staff Professional	Project Admin	Subtotal Labor Hours	Labor Cost	Subs/Expense Charges	10% Markup	Total
		\$ 262	\$ 240	\$ 220	\$ 196	\$ 174	\$ 153	\$ 132	\$ 72					
1.0	Project Management, Coordination and Meetings	12	78	0	0	20	8	0	16	134	\$ 27,720	\$ 500		\$ 28,220
2.0	Revised Enhanced Watershed Management Program (rEWMP) Work Plan	12	27	0	45	0	128	16	0	228	\$ 40,140.00	\$ -		\$ 40,140
2.1	Identification of Water Quality Priorities	7	7	0	15	0	48	16	0	93	\$ 15,910	\$ -		\$ 15,910
2.2	Summary of Existing and Potential Control Measures	1	11	0	18	0	48	0	0	78	\$ 13,774	\$ -		\$ 13,774
2.3	Reasonable Assurance Analysis Approach	4	9	0	12	0	32	0	0	57	\$ 10,456	\$ -		\$ 10,456
3.0	Enhanced Watershed Management Program (EWMP) Plan	40	84	100	92	120	352	40	0	828	\$ 150,688	\$ -		\$ 150,688
3.1	Develop List of Regional Projects and Conduct Initial Screening	8	8	0	16	0	32	0	0	64	\$ 12,048	\$ -		\$ 12,048
3.2	Identify Selected Watershed Control Measures and Conduct Reasonable Assurance Analysis	16	48	100	0	120	160	0	0	444	\$ 83,072	\$ -		\$ 83,072
3.3	Prepare Draft and Final rEWMP Plans	16	28	0	76	0	160	40	0	320	\$ 55,568	\$ -		\$ 55,568
4.0	Safe Clean Water Feasibility Study (4 Projects)	18	86	120	314	32	959	64	0	1593	\$ 274,043	\$ 126,810	\$ 12,681	\$ 413,534
4.1	Project Planning and Details	2	24	0	136	0	284	0	0	446	\$ 76,392	\$ -		\$ 76,392
4.2	Preliminary Design/Engineering Analysis	0	30	120	98	32	515	64	0	859	\$ 145,619	\$ 48,500	\$ 4,850	\$ 198,969
4.3	Prepare Draft and Final Feasibility Study	8	16	0	80	0	160	0	0	264	\$ 46,096	\$ -		\$ 46,096
4.4	Public Outreach	8	16							24	\$ 5,936	\$ 78,310	\$ 7,831	\$ 92,077
	Totals	82	275	220	451	172	1447	120	16	2783	\$ 492,591	\$ 127,310	\$ 12,681	\$ 632,582

Murakawa Communications Budget

#	Task	Estimated Costs Direct and Indirect						
		TM		JM		AI		Totals
		Hours	\$ 200	Hours	\$ 80	Hours	\$ 60	
1.0	Project Management							
1.1	Client communication and meetings	20	\$ 4,000	20	\$ 1,600	20	\$ 1,200	\$ 6,800
1.2	Reconnaissance (Canvassing, Survey, etc.)	24	\$ 4,800	72	\$ 5,760	72	\$ 4,320	\$ 14,880
1.3	Project database		\$ -	9	\$ 720	9	\$ 540	\$ 1,260
2.0	Community and stakeholder meetings				\$ -		\$ -	
2.1	Stakeholder meetings	60	\$ 12,000	60	\$ 4,800	36	\$ 2,160	\$ 18,960
2.2	Community meetings	42	\$ 8,400	42	\$ 3,360	48	\$ 2,880	\$ 14,640
3.0	Collateral development							
3.1	Project fact sheet	8	\$ 1,600	8	\$ 640		\$ -	\$ 2,240
3.2	Meeting Flyer	8	\$ 1,600	8	\$ 640		\$ -	\$ 2,240
3.3	Ads (Print & Social Media)	6	\$ 1,200	6	\$ 480	6	\$ 360	\$ 2,040
3.4	Media relations	6	\$ 1,200	6	\$ 480	6	\$ 360	\$ 2,040
	Subtotal labor	174	\$ 34,800	231	\$ 18,480	197	\$ 11,820	
	10% (Profit) fee		\$ 3,480		\$ 1,848		\$ 1,182	
	Subtotal labor costs and fee		\$ 38,280		\$ 20,328		\$ 13,002	\$ 71,610
	Direct Costs							
	Printing and reproduction		\$ 1,000					
	Advertisements		\$ 3,000					
	Graphic design		\$ 1,500					
	Meeting supplies		\$ 1,200					
	Subtotal		\$ 6,700					
	Total construction awareness budget		\$ 78,310					



Staff Report

Staff Report

REPORT 20-0589

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020

**AWARD OF AGREEMENT WITH THE HERMOSA BEACH
YOUTH BASKETBALL LEAGUE TO PROVIDE A COED YOUTH
BASKETBALL LEAGUE FOR A THREE-YEAR TERM**

(Community Resources Manager Kelly Orta)

Recommended Action:

Staff recommends that the City Council award the agreement with the Hermosa Beach Youth Basketball League to provide a coed youth basketball league for a three-year term commencing when it is safe to do so, consistent with COVID-19 restrictions and protocols established by the State of California and County of Los Angeles Health Departments.

Executive Summary:

For over 30 years, the Hermosa Beach Youth Basketball League (HBYBL) has managed and operated the coed youth basketball league each winter for South Bay children in grades kindergarten through eight. Practices, games, and other league-related activities take place predominately at the indoor gymnasium located at the Community Center. Since 2013, HBYBL has demonstrated its commitment to providing a quality youth sports program that has a strong leadership team focused on the sustainability of the league and the sportsmanship of its participants. Its most recent agreement expired in March 2020. Staff issued an RFP and found HBYBL's response to be complete and comprehensive of an organized and community-based league. Overall, staff is pleased with the positive changes HBYBL has continued to make to its organization and recommends approval of a new, three-year agreement.

Background:

For over 30 years, HBYBL has managed and operated the coed basketball league each winter and select summers for South Bay youth in grades kindergarten through eight. This league holds its events primarily in the Community Center gymnasium. Outdoor basketball courts and the Valley School gymnasium are also occasionally utilized for games and practices, as necessary. Each season, the league provides organized play for approximately 750 children. Most participants are Hermosa Beach residents with some residing in neighboring cities.

Staff Report

REPORT 20-0589

HBYBL's most recent agreement with the City expired at the conclusion of its winter league in March, which was unexpectedly cut short due to COVID-19 precautionary measures.

Discussion:

Since 2013, the City has executed multiple agreements with HBYBL to manage and facilitate the annual youth basketball league for the community. It has done so in a manner that has provided positive efforts toward the enhancement of the league for participants and their families. At the expiration of HBYBL's previous agreement, the City issued a request for proposals (RFP) on June 4, 2020 for coed youth basketball leagues for the community. Although HBYBL was the sole respondent, it demonstrated a strong commitment to continuing its community-based program that focuses on good sportsmanship, skill building, and team building in a safe and fun environment. Staff recommends the award of the contract to HBYBL so that it can begin to determine how best it can prepare for the upcoming season with the continued uncertainty of the COVID-19 pandemic.

Included as **Attachment 1** is the proposed agreement with HBYBL that would be for a three-year term commencing when the City is able to allow the activity to take place safely in the gymnasium. HBYBL has the resources and time to put the league together. The agreement may be extended for two additional one-year terms. Use of the gymnasium and other indoor facilities, as needed for league activities, would be charged at a rate of \$28 per hour. HBYBL has committed to continuing its enforcement and implementation of a number of policies previously required by the City, including:

- A diverse board that includes representatives from several community organizations and community members directly associated with the league;
- Effective written communication with league participants including reliable league contact information that is included on league signage in the gymnasium;
- Implementation of a mandatory coaches' training program;
- Proactive approaches to civic and school district outreach for potential assistance/donations;
- Presentation of league overview to the Parks, Recreation and Community Resources Advisory Commission immediately following each season to provide updates and general financials of the season; and
- Management of the league on a purely volunteer basis and contribution of league revenues to the community or for the betterment of the program.

Overall, staff has been very satisfied and appreciative of HBYBL's efforts within the past few seasons and remains confident that it can provide this same quality of programming for the upcoming season.

General Plan Consistency:

This report and associated recommendation have been evaluated for its consistency with the City's General Plan. Relevant policies are listed below:

Staff Report

REPORT 20-0589

Parks & Open Space Element

Goal 2. Abundant parks, open space, and recreational facilities to serve the community.

Policies:

- **2.1 Diverse programs and facilities.** Offer diverse recreational programs and facilities to meet the needs of all residents.

Goal 3. Community parks and facilities encourage social activity and interaction.

- **3.5 Health and physical activity.** Increase the availability of space and variety of activities that promote community health and physical activity such as community gardens, fitness stations/ equipment, and fields/courts.

Fiscal Impact:

Hourly rental fees of \$28 would be charged for its use of the gymnasium and classrooms at the Community Center. While unknown at this time, there would likely be in-kind or monetary donations made at the conclusion of each season donated by HBYBL for facility enhancements or projects throughout the City that would benefit Hermosa Beach residents.

Attachments:

1. Agreement with HBYBL

Respectfully Submitted by: Kelly Orta, Community Resources Manager

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager

**AGREEMENT FOR USE OF THE HERMOSA BEACH COMMUNITY CENTER GYMNASIUM BETWEEN THE
CITY OF HERMOSA BEACH AND THE
HERMOSA BEACH YOUTH BASKETBALL LEAGUE**

This Agreement for Use of the Hermosa Beach Community Center Gymnasium (hereinafter called "Agreement") is made the ____ day of _____, 2020 by and between the City of Hermosa Beach, a municipal corporation (hereinafter called "City") and Hermosa Beach Youth Basketball League, a California nonprofit public benefit corporation (hereinafter called "HBYB").

RECITALS

A. CITY is willing to make the Community Center Gymnasium; classrooms in the Community Center; and outdoor basketball facilities available to HBYB for its annual youth basketball program pursuant to the terms and conditions of this Agreement.

B. HBYB desires a commitment from CITY to secure the Community Center Gymnasium and outdoor basketball facilities for practices and games in addition to classrooms in the Community Center, associated with its youth basketball program.

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the parties agree as follows:

I. TERM AND PAYMENT.

a.) The facilities described in Recital A are closed as of the execution date of this Agreement due to the COVID-19 pandemic. The Term of this Agreement shall commence on a mutually agreed upon date after CITY notifies HBYB in writing that the facilities described in Recital A are re-opened for use ("Commencement Date") and HBYB has been provided sufficient time to commence league activities. The Term of this Agreement shall continue until the completion of the third summer league held following the Commencement Date. HBYB is authorized use of the enumerated facilities for both its winter (October – March) and summer (July) seasons during the term. HBYB may request alternate season dates that extend beyond the traditional schedule not later than thirty (30) days prior. Additional time is not guaranteed and will be based on availability. This Agreement may be extended upon request by HBYB for two additional one-year terms in the exclusive discretion of the City. CITY shall act on such extension requests not later than ninety (90) days following receipt of HBYB's Form 990 for the immediately preceding fiscal year, as provided in Section II(i) below. During the term of this Agreement, CITY authorizes HBYB to use the Community Center Gymnasium, designated outdoor basketball facilities and designated classrooms within the Community Center for activities associated with regular league play as further set forth herein.

b.) HBYB agrees to pay CITY at the rental amount of \$28 per hour for use of the indoor facilities. All rental payments shall be made to the CITY, at the agreed upon date.

II. HBYB RESPONSIBILITIES.

a.) The HBYB League shall maintain its status as a non-profit organization.

- b.) HBYB will provide, at its expense, all League equipment. HBYB will set up/tear down within the allocated rental times on a daily basis. HBYB shall have sole access to the storage room on the west-side of the gymnasium, accessed from the interior of the gymnasium. Additionally, HBYB shall set up said equipment in a cooperative and timely fashion, and at the daily close of League activities, take down, remove and/or store its equipment. A designated HBYB representative must remain on-site during the entire set-up and tear-down process and during all league activities. The parties agree that, based on reasonable expectations, HBYB will rectify any outstanding “clean-up” deficiency.
- c.) HBYB shall provide all necessary funds, staff, equipment, and materials necessary to adequately promote and seek sponsorship for the League at no expense to CITY. League banners, flyers, promotional materials and other league related items may be installed on interior walls of the gymnasium no earlier than two weeks prior to the start of each season. HBYB shall remove all banners, flyers, promotional materials, and items relating to its league no more than two weeks following the end of the season. Any banners or other sponsor items displayed on interior walls of the gymnasium must be installed so as not to damage or permanently leave lasting marks on the infrastructure of the building. If damage does occur during installation or removal, HBYB shall restore the area to the reasonable satisfaction of the CITY.
- d.) HBYB shall provide a designated representative to consult as necessary with the Community Resources Manager or CITY designee regarding all facets of League activities on city property. Final decisions will be made by CITY regarding compliance with the agreement as well as any issues that directly and/or adversely impact the community.
- e.) HBYB, at its expense, shall provide for adequate trash removal. HBYB is required to clean the Gymnasium, classrooms and outdoor basketball facilities on a daily basis when utilized by HBYB, removing all trash associated with league activities. This includes, but is not limited to, sweeping and mopping of the gymnasium floor, trash removal throughout the courtyard and personal item removal from the gymnasium left behind from participants. HBYB shall store any collected personal items in its storage room.
- f.) HBYB shall provide a full schedule of all requested dates and times to the CITY no less than thirty (30) days prior to the start of league activities.
- g.) The CITY will allow HBYB usage of additional classrooms located at the Community Center for League-related activities requested after the initial schedule of requested dates and times are submitted. Additional rooms are not guaranteed and will be based on availability. HBYB shall be responsible to comply with payment of fees at \$25 per hour associated with usage of additional classrooms by the agreed upon due date.
- h.) HBYB shall continue to enforce and implement the following requirements:
- a. Maintain an expanded board that includes representatives from several community organizations and community members directly associated with the league;

- b. Maintain or enhance the current process for parent/guardian responses to issues or concerns, including but not limited to providing signs, subject to CITY's approval, with conduct information visible in the gymnasium;
- c. Pay a \$750 refundable deposit at the start of the season for any damage or additional staff time spent on behalf of the CITY as a result of league activities. In the event of damage or CITY services that are in excess of the deposit, HBYB will be required to pay the difference and replenish the deposit for the remainder of each season;
- d. Ensure the implementation of a mandatory coaches training program. Further, all new coaches will be required to attend an on-site seminar, organized by HBYB each season. Returning coaches may elect to take part in an online course, if available and provided by the coaches training program, in lieu of attending the on-site seminar;
- e. Continue to be proactive about civic and school district outreach for potential assistance/donations;
- f. Present league overview to the Parks, Recreation and Community Resources Advisory Commission immediately following each season to provide updates and general financials of the season.
- g. Continue to manage the league purely on a volunteer basis (no stipends or salaries for Board members or others) and contribute league revenues to the community or for the betterment of the program.
- h. HBYB shall ensure its bylaws are consistent with and include the following:
 - i. Sections that reference compensation to Board Members to further clarify that the league is managed strictly on volunteerism;
 - ii. Term lengths of Board Members; and
 - iii. Loans to Officers.
- i. HBYB shall provide CITY with its Form 990 for each fiscal year during the term of this Agreement, or any extended term, commencing with the Form 990 for 2020, as soon as it is available.

III. CITY RESPONSIBILITIES.

- a.) CITY shall permit HBYB to conduct the Hermosa Beach Youth Basketball League(s) in the Community Center Gymnasium located at the Community Center, 710 Pier Avenue, Hermosa Beach; designated outdoor basketball court for practices only; and designated classroom(s) in the Community Center.
- b.) CITY shall provide a designated staff person as the assigned contact regarding the total operation of League activities, especially in all matters pertaining to League liability and public safety. All decisions of the CITY designee shall be final with respect to any issues that involve compliance with this Agreement as well as any issues that directly and/or adversely impact the community. Said

CITY designee shall consult with a designated representative of HBYB and it shall be the goal of the parties to reach mutual agreement on matters of League operation.

c.) CITY shall provide to HBYB any CITY services required for the League such as police, fire, building inspection, etc. as deemed necessary by the respective Chief or Department Head. Cost of CITY personnel shall be assumed by HBYB.

d.) CITY shall manage the raising and lowering of the nets and will follow the schedule given to staff at the start of each season. Changes to this schedule must be made in writing at least 48 hours in advance.

IV. CARE AND MAINTENANCE OF PREMISES.

a.) HBYB acknowledges that, to the best of its knowledge, the premises are in good order and repair as applicable to HBYB's intended use of the premises. HBYB shall maintain the condition of premises in good and safe conditions and shall surrender the same at termination hereof, in as good condition as received, with normal wear and tear excepted.

b.) The CITY shall be responsible for the building maintenance and associated mechanical repairs that are necessary to maintain the current condition of the property. Should maintenance be deemed necessary, it is the responsibility of the HBYB to contact the CITY immediately to report the issue. The CITY acknowledges that the premises are in good order and repair with no known risk to health or safety. The CITY is responsible for ADA compliance of the building.

c.) All City properties are smoke free facilities. With the exception of certified service animals, no pets are allowed in the building.

d.) HBYB shall not, without first obtaining the written consent from the CITY, make any alterations, additions, or improvements, in, to or about the premises. HBYB shall not be responsible for any capital improvements which need to be made to the premises during the course of this Agreement.

V. INSURANCE.

a.) At least ten (10) days prior to the start of league activities at the Community Center, HBYB shall provide CITY a Certificate of Insurance providing personal injury and property damage liability insurance naming CITY, and County of Los Angeles, their officers, employees and agents as additional insured with a minimum coverage of **\$2 million combined single limit coverage**. Insurance is to be placed with insurers with a current AM Best's rating of no less than A:VII. Said insurance shall not be canceled or altered without thirty (30) days' notice in writing to CITY.

b.) HBYB insurers shall be primarily responsible for any and all liability resulting from or arising out of the performance of the contract and CITY and their insurers shall not be required to contribute.

c.) For insurance purposes, the League area shall be defined to include any and all areas occupied or affected by the League.

VI. INDEMNITY AND ASSUMPTION OF RISK.

a.) HBYB shall hold harmless, defend and indemnify the CITY, its officers, employees and volunteers from and against any and all liability, loss, damage expense, and costs (including without limitation costs and fees of litigation), of every nature arising out of or in connection with HBYB's League and performance of the League hereunder or its failure to comply with any of its obligations contained in this Agreement except such loss or damage which was caused by the sole negligence or willful misconduct of the CITY. The CITY shall indemnify HBYB from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation), of every nature arising out of or in connection with the sole negligence or willful misconduct of the CITY.

b.) By signing this agreement, HBYB acknowledges the contagious nature of COVID-19 and voluntarily assume the risk that league participants and their families, league administrators, league officials, and contractors of the league ("program participants") may be exposed to or infected by COVID-19 by using the facilities described in Recital A, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. HBYB understand that the risk of becoming exposed to or infected by COVID-19 at the facilities described in Recital A may result from the actions, omissions, or negligence of program participants and others, including, but not limited to, City of Hermosa Beach employees, officials and agents.

c.) HBYB assumes all risks of damages and injury to program participants and others arising out of or attributable to its use of the facilities described in Recital A during the COVID-19 pandemic. HBYB hereby releases and discharges the City of Hermosa Beach and its officers, employees and agents, from any and all claims for losses, injuries, damages or liabilities, including personal injury and injury to personal property arising out of or attributable to its use of the facilities described in Recital A during the COVID-19 pandemic, and HBYB expressly releases the City of Hermosa Beach and its officers, employees and agents from and against any and all claims or liability arising from their negligence. HBYB voluntarily agrees to assume all of the foregoing risks and accepts sole responsibility for any injury to program participants including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that may be experienced or incurred in connection with use of the facilities described in Recital A. HBYB hereby releases, covenants not to sue, discharges, and holds harmless the City of Hermosa Beach, its employees, officers, and agents, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. HBYB understands and agrees that this release includes any claims based on the actions, omissions, or negligence of the City of Hermosa Beach, its employees, officers and agents, whether a COVID-19 infection occurs before, during, or after use of the facilities described in Recital A.

VII. ADVERTISING.

a.) All sponsor signs, props, product facsimiles, etc. deemed necessary by HBYB to identify the League, shall be approved as to location and content by CITY.

b.) As stated in section 2c, these items must be removed at the conclusion of each season.

VIII. CONCESSIONS.

a.) HBYB is not permitted to sell, serve, or distribute food or drink items (excluding water) in the gymnasium. HBYB agrees to make every effort to ensure League participants do not bring food or drink items into the Gymnasium for League activities.

VIII. INDEPENDENT CONTRACTOR.

CITY and HBYB shall each be and act as independent contractors and under no circumstances shall this agreement be construed as one of agency or partnership between CITY and HBYB. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way other than as authorized by this Agreement. Nothing in this Agreement shall be construed to create a joint venture between the parties hereto or to obligate either party for debts or obligations incurred by the other party in the performance of this Agreement.

IX. COMPLIANCE WITH THE LAW.

Should it be determined that this Agreement or any provision hereof violates any federal, state, or local law or regulation, then the parties shall promptly modify this Agreement to the extent necessary to bring about compliance with such law and/or regulation; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it shall be deemed cancelled by mutual agreement of the parties and neither party shall have any further obligations or liabilities with respect to this Agreement.

X. RESERVATION OF RIGHTS BY CITY.

CITY reserves the right in its sole discretion at any time or times to close and suspend the use of the facilities subject to this Agreement for any duration in order to protect public health and safety. Any such closure will not constitute a breach or a default of this Agreement. CITY shall have no liability whatever to HBYB for the effect of such suspension and closure on its program, nor shall CITY have any responsibility to provide HBYB with substitute facilities. HBYB's rights under this Agreement are subject and subordinate to CITY's police and emergency powers in addition to CITY's rights to manage its municipal facilities and its contractual rights as described in this Agreement.

XI. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings or agreements in regard hereto. This Agreement cannot be altered or modified except by an agreement in writing signed by both parties.

CITY OF HERMOSA BEACH

Mayor, Mary Campbell

City Manager, Suja Lowenthal

ATTEST

APPROVED AS TO FORM

City Clerk, Eduardo Sarmiento

City Attorney, Michael Jenkins

HBYP

HBYP Representative (name)

HBYP Representative (signature)



Staff Report

Staff Report

REPORT 20-0581

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020**

TOWING AND STORAGE SERVICES CONTRACT AMENDMENT
(Police Chief Paul LeBaron)

Recommended Action:

Staff recommends that the City Council:

1. Authorize the Mayor to execute an amendment for a one-year extension of the towing and storage services contract with Bruffy's Tow; and
2. Request the City Clerk to attest.

Executive Summary:

The City is currently engaged in a one-year contract with the option to extend two additional one-year terms with Bruffy's Tow (Bruffy's) for towing and storage services. Staff reviewed Bruffy's performance, upon passing the one-year mark on August 27, 2020 and determined that the vendor has met the City's expectations and provided towing services in a satisfactory manner. As a result, staff recommends Council approve the first of two one-year options to extend the contract.

Background:

On August 27, 2019, the City awarded a contract to Bruffy's Tow for towing and storage services. In the first year since the contract award, Bruffy's performance of services has been satisfactory, meeting the City's expectations. Based on Bruffy's satisfactory performance, staff requests the City Council approve a one-year extension to continue services through August 27, 2021. This would be the first one-year extension as allowed by the contract terms.

Discussion:

On August 27, 2019, the City awarded Bruffy's Tow a one-year contract for towing and storage services with the option to extend for two additional one-year terms. After a performance review conducted by Lieutenant Landon Phillips and Community Services Division Manager Peter Ahlstrom, staff determined that the vendor has met the City's expectations and has provided towing services in a satisfactory manner. Thus, staff recommends an extension of services with no change in Bruffy's towing and storage fees. If approved, this amendment would provide services through August 27, 2021, at which time, upon a positive performance evaluation, Council would have the opportunity

Staff Report

REPORT 20-0581

consider authorizing a third year of services.

Past Council Actions

Meeting Date	Description
August 27, 2020	19-0508 - Towing and Storage Services Contract

General Plan Consistency:

PLAN Hermosa, the City's General Plan, was adopted by the City Council in August 2017. The acceptance of the contract with Bruffy's Tow for towing and storage services will help accomplish several goals of the Mobility and Public Safety Elements.

Mobility Element

Goal 2 - A public realm that is safe, comfortable, and convenient for travel via foot, bicycle, public transit, and automobile and creates vibrant, people oriented public spaces that encourage active living.

- 2.2 Encourage traffic calming. Encourage traffic calming policies and techniques to improve the safety and efficient movement of people and vehicles along residential areas and highly trafficked corridors.

Goal 7 - A transportation system that results in zero transportation-related fatalities and which minimizes injuries.

- 7.1 Safe public right-of-ways. Encourage that all public right-of-ways are safe for all users at all times of day where users of all ages and ability feel comfortable participating in both motorized and non-motorized travel.

Public Safety Element

Goal 5 - High quality police and fire protection services provided to residents and visitors.

- 5.2 High level of response. Achieve optimal utilization of allocated public safety resources and provide desired levels of response, staffing, and protection within the community.

Fiscal Impact:

The City's current vehicle impound release fee is \$226 per vehicle. The City impound release fees are collected by the tow company and then paid to the City on a monthly basis.

Attachments:

1. Towing and Storage Services Agreement with Bruffy's Tow 2019
2. First Amendment to Towing and Storage Services

Staff Report

REPORT 20-0581

Respectfully Submitted by: Landon Phillips, Lieutenant

Concur: Paul LeBaron, Police Chief

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager

TOW SERVICE AGREEMENT

This TOW SERVICE AGREEMENT ("Agreement") is made and entered into on this 27th day of August, 2019 by and between the City of Hermosa Beach, a California municipal corporation ("City") and Bruffy's Tow ("Garage Owner").

RECITALS

- A. The City of Hermosa Beach issued a Request for Proposals soliciting proposals from qualified vendors to perform primary vehicle towing and storage services for the City.
- B. Bruffy's Tow submitted a proposal and was determined by the City to be qualified to perform the services.

NOW, THEREFORE, in consideration of the mutual promises made between the parties, City hereby engages the services of Garage Owner and Garage Owner agrees to perform the following services:

1. **Scope of Services.** In consideration for the primary right to receive calls for towing from City on a 24-hour basis and the primary right to store cars impounded or otherwise stored at the direction of the City, Garage Owner agrees to perform the following services in compliance with the terms and conditions of this Agreement: towing and storage of vehicles 24 hours per day, seven days a week, 365 days a year as directed by the City Manager or his or her designee or the Chief of Police or his or her designee; and emergency service for City vehicles within 50 miles of City limits at no charge to the City at all times including weekends and holidays. Emergency services shall include but not be limited to tire changes, battery jump starts and towing of inoperable vehicles. Garage Owner shall perform the duties of this agreement in a professional, ethical, courteous and orderly manner as a best effort to obtain and keep the confidence of the community
2. **Collection of Fees.** Garage Owner shall collect on behalf of City the fee established in City's master fee resolution imposed on all motorists whose vehicles are towed and/or stored at the City's behest at the same time it collects towing and storage charges from the motorist.

The fee constitutes a debt owed by the motorist/vehicle owner to the City that is extinguished only by payment of the fee to the Garage Owner. The fee shall be separately stated from the Garage Owner's towing and storage charges on the receipt issued to the motorist. Garage Owner shall hold the fees so collected in trust for the City and shall submit to the City all fees collected on behalf of the City no later than the 15th of the month following the date of collection (i.e. September collections due by October 15). If payment of the fee to the City is late, Garage Owner shall pay a penalty of 10% of the amount of the fee; delinquent fees beyond 30 days shall also earn interest at the rate of 10% each day.

3. **Term of Agreement; Termination.**

- a) The term of this Agreement shall commence upon execution of both parties and shall continue in effect for one year. The Agreement may be extended by mutual agreement of the parties in writing for up to two additional one-year periods.
- b) City may terminate this Agreement with or without cause, by serving thirty (30) days written notice on the Garage Owner. Garage Owner may terminate this Agreement with or without cause, by serving ninety (90) days written notice on the City. In the event of termination under this subparagraph, the Garage Owner shall cease services as of the date of termination and shall remit all fees then due and payable as provided in Section 2 above.
- c) All terms, provisions, and specifications of this Agreement are material and binding and failure to perform any material portion of the services described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the City may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the Garage Owner to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the Garage Owner shall be responsible for any additional costs incurred by the CITY in securing the services from another vendor.

4. **Non-Exclusive Right.** Garage Owner shall have the primary but non-exclusive right to receive calls from City to provide towing and storage services for vehicles that are involved in accidents, disabled, abandoned in public places or on private property, impounded for evidence, impeding the flow of traffic, are located within another city but subject to the jurisdiction of City or which are otherwise subject to being towed and stored at the direction of City. City reserves to use the services of other towing and storage providers when Garage Owner is not available or cannot otherwise meet the specifications or requirements of this Agreement. Further, nothing contained herein shall deprive the owner or operator of a vehicle from requesting and receiving towing and storage service from a person or association other than Garage Owner.

5. **Manner of Performing Tow Services.**

- a) Garage Owner shall remove from the street all broken glass, automobile fluids, and other debris resulting from accidents at scenes from which it tows vehicles, and clean the immediate area of such street, leaving the area in a broom-clean condition.
- b) The Garage Owner shall be responsible to complete proper reports and to notify the Police Department on all private property impounds and storage of vehicles.

- c) After receipt of a request to respond, the response time for arrival shall not exceed twenty (20) minutes:
- (i) The Garage Owner shall notify Police Communications Center when a tow unit cannot respond immediately and shall give the reason and an estimated time of arrival.
- (ii) In the event of an additional delay, the Garage Owner shall promptly notify the Police Communications Center and give the next estimated time of arrival. If the delay is not acceptable, the Police Communications Center reserves the right to call an alternate towing contractor.
- d) In the event the Garage Owner receives an additional call to remove a disabled vehicle that is interrupting traffic flow while it is processing an earlier call, it shall clear the vehicle specified in the earliest call sufficiently to restore normal and safe traffic movement, secure it from theft, damage, or loss; and immediately proceed to the site specified in the additional call; or shall cause a second tow truck to be dispatched to the second site.
- e) All disabled vehicles deposited or parked by the Garage Owner shall be towed to storage at the earliest opportunity after Garage Owner has complied with the above provisions for restoring traffic movements at all specified sites.
- f) Garage Owner shall have at least two tow trucks stationed in the City of Hermosa Beach during the hours of 6:00a.m. to 8:00a.m. and 2:30p.m. to 6:00p.m. Monday through Friday (excluding holidays).
- g) At City's request (provided at least 24 hours in advance), Garage Owner shall deploy tow trucks for special event parking enforcement.
6. **Manner of Performing Storage Duties.** Garage Owner shall be solely responsible for all vehicles stored or impounded on its premises pursuant to the provisions of this Agreement, together with all accessories and equipment thereon and all personal property therein. It shall be its duty to protect such stored vehicles, accessories, equipment, and property against all loss or damage by fire, theft, or other causes. The decision to release any article from the interior of a stored or impounded vehicle shall be made by the Police Supervisor on duty at the time of the request.
- a) **Spacing.** Vehicles stored shall be systematically spaced to provide easy access; spacing shall be adequate to prevent damage.

- b) **Loss or Damage.** In the event of loss or damage to a stored vehicle, its accessories, or personal property contained therein, Garage Owner shall make reasonable restitution to the owner for all losses or damage.
- c) **Records.** All property left in any vehicle shall be listed on the Vehicle Impound Inventory Report by the person making the impound or storage. Any article removed from any vehicle for any reason shall be properly identified and accounted for.
- d) **Disposition of Unclaimed Property.** Personal property in vehicles stored by Garage Owner shall not be disposed of to defray any towing or storage charges or for any other purpose; and, if not called for by the owner, or its legal representative with the owner's written consent within sixty (60) days from the date of impound, shall be delivered to City's police department property section.
7. **Personnel.** All tow truck operators employed by Garage Owner shall be subject to the following terms and conditions:
- a) All tow truck operators engaged in performing their duties under the provisions of this Agreement shall take direction in performing such duties from the senior City Police Officer at the scene.
- b) All tow truck operators must possess the proper State of California Driver License required to operate all vehicles and equipment required to be used in the performance of this Agreement and shall have received sufficient training to operate without direct supervision.
- c) Tow truck operators shall be uniformed, with the name of the Garage Owner and the employee's name clearly visible. All personnel shall be thoroughly trained in the proper and safe use of all equipment used in performing the services.
- d) All personnel performing services under this Agreement shall be fingerprinted and photographed by the Police Department prior to performing services for the City.
- e) All personnel performing services under this Agreement that interface with the public shall be fluent in the English language.
8. **Rules of Operation.**
- a) **Hours for Release of Vehicles.** Garage Owner shall be available to release vehicles 24 hours daily, seven days a week, 365 days a year. The storage facility shall have a clearly visible sign marked with a telephone number to call if release is requested when the storage facility is closed.

- b) **Advertising.** Garage Owner shall not display or use any signs, advertising materials, or logos which indicate that it is an official towing service of City without the prior written permission of the Chief of Police.
- c) **Removal of Vehicles.** Except for private impounds, Garage Owner shall not remove any vehicle without first being instructed to do so by an authorized officer. Vehicles shall be considered in possession of the Garage Owner when the vehicle is on- hook and raised from the ground. Field release of vehicles shall be at the direction of the senior Police Officer at the scene.
- d) **Vehicles Involved in Damage to City Property.** If Garage Owner notes that any vehicle to be towed was involved in any damage to City property, such as knockdown of a lighting standard, then prior to removal of the vehicle from the scene Garage Owner shall notify the Chief of Police or its designee of the location of the damage, nature of the damage, and identification of the vehicle suspected of causing the damage.
- e) **Release of Impounded Vehicles.** The following conditions shall apply to the release of impounded vehicles:
- (1) A vehicle impounded by order of the Police Department must have a written release from the Department to be presented at the time of release.
 - (2) No repair work shall be performed on any impounded vehicle unless released.
 - (3) In the event the Police Department errs on impounded notification, said vehicle shall be released by Garage Owner without charge to the City or other persons over and above the charges that would have been levied if proper notification (five calendar days) has been made. The owner of the vehicle will be responsible for any storage fees over and above the period of time deemed necessary for appropriate notification.
 - (4) Upon receipt of a recovered stolen vehicle, the Garage Owner shall ascertain from the recovering agency whether any holds are placed on the vehicle. A notation on the impound form shall be made as to whether a hold is place on the vehicle. The notation shall include the name of the officer, date, and time of hold. If the recovering agency does not place a hold on the recovered vehicle, the tow contractor shall contact the agency within the jurisdiction from which the vehicle was stolen to determine if a hold will be placed on the vehicle. If a hold is placed on the vehicle, the name of the officer, date, and time will be noted by the Garage Owner on the impound form. If no holds are

placed on the vehicle the owner will obtain a release from the recovering agency at which point the owner may then take possession of the vehicle.

f) **Records.** The following conditions shall apply concerning the maintenance of records:

- (1) The Garage Owner shall keep at its principal place of business, complete and accurate records of all vehicles towed, impounded, or stored at the request of the City and the amount of charges on each vehicle.
- (2) The record system should be adequate to enable Garage Owner to locate the vehicle and provide a written report of storage or tow by using the following:
 - (i) DR number only.
 - (ii) License number only.
 - (iii) The make, color, date, and location of impound.
- (3) All records required to be kept by the Garage Owner shall be available for inspection at all reasonable times by representative of the Hermosa Beach Police Department.
- (4) Monthly reports of all vehicles handled pursuant to this Agreement shall be provided not later than the 15th day following the last day of the previous month. Reports shall be submitted in hard copy and email utilizing a Microsoft Excel spreadsheet.

g) **Compliance With All Laws.** Garage Owner shall keep itself fully informed of and comply with all state and federal laws and all ordinances and regulations of the City, which in any manner effect Garage Owner or those engaged or employed by it in performing the services to be rendered by Garage Owner pursuant to this Agreement. Garage Owner shall procure and obtain all permits and licenses, pay all charges and fees, and give all notices required by City ordinances or other laws relating to the performance of the services to be performed pursuant to this Agreement.

9. **Specifications.**

a) **Location.** Garage Owner must at all times during the term of the Agreement maintain its place of business and vehicle storage facilities within a fifteen (15) mile radius of the Hermosa Beach City Hall. No transfer of business location shall be authorized without written permission of the City Manager. Vehicles impounded for long term storage may be moved to a location outside the fifteen (15) mile radius with prior permission of the Chief of Police or his or her designee.

b) **Towing Equipment.** Garage Owner must own or lease not less than three (3) standard tow trucks, one flat bed tow vehicle, and one heavy duty truck capable of towing tractor-type trucks (semis) that will be based at its principal place of business and will be available to perform the towing required under this Agreement. Said tow trucks shall comply with all of the following conditions:

- (1) Garage Owner, at is expense, shall install and maintain at all times during the term of the Agreement, all necessary communication equipment for radio transmission and reception contact with each tow truck and shall comply with all applicable FCC Regulations and Requirements.
- (2) Each tow truck must be equipped in compliance with the provisions of the California Vehicle Code.
- (3) Each tow truck must have an original manufacturers rating of at least one ton and be equipped with dual rear wheels and be clean in appearance.
- (4) Each tow truck must have a cable winch of sufficient size and capacity to retrieve vehicles which have gone over embankments or off traveled portions of roadways into inundated areas or other accessible locations.
- (5) All tow vehicles shall be capable of towing a trailered boat or similar vehicle. All tow vehicles shall be equipped with a dolly and standard tools of the trade, including slim jims, floor jacks, shovels, brooms, and sand and absorbent materials for auto fluids.
- (6) All tow vehicles shall pass California Highway Patrol inspection and display a window tag indicating so.

c) **Storage Facilities.** Storage facilities utilized in the performance of this agreement shall comply with all of the following conditions:

- (1) All vehicles shall be stored in a building or in an area or areas that are secure and enclosed by a substantial masonry wall or walls or other approved enclosure.
- (2) There shall be one or more gates, equipped with adequate security locks. Gates shall be of adequate size and height. Adequate security, such as 24-hour surveillance utilizing closed circuit television or personnel shall be provided to the satisfaction of the Chief of Police.

- (3) Any damage to any wall or fence must be repaired within twenty-four (24) hours to ensure proper protection to stored vehicles.
- (4) Storage facilities must be constructed prior to approval of Agreement.
- (5) The entire storage facilities must be illuminated to such degree that normal and reasonable visual observation of the area may be made during the hours of darkness.
- (6) Garage Owner shall meet all fire suppression standards required by the City and County.
- (7) Said storage facilities must be capable of holding a minimum of 50 vehicles parked in such a manner as to provide accessibility and to prevent damage. The lot or lots used for storage shall be located or constructed in such a way that all vehicles impounded shall be secured either within a building or shall be concealed from the view of adjoining property when viewed from the street or ground level.
- (8) The Garage Owner shall maintain at its own expense separate and enclosed garage facilities for a minimum of three (3) vehicles ordered impounded by the Police for involvement in commission of crimes or for other reasons. The Garage Owner must protect said vehicles from dirt or moisture, as well as from any other substances. The garage shall be lockable and the Police Department shall be provided with a key. All structures shall conform to the applicable building and fire codes.

d) **Maintenance of Equipment and Facilities.** Throughout the term of this Agreement, Garage Owner shall maintain in a neat and clean manner and in good condition, all real property and improvements thereon and all vehicles, facilities, equipment, and materials required by the provisions of this Agreement. The equipment to be used in the performance of this Agreement is identified in Exhibit A, which is attached hereto and incorporated herein by reference.

10. **Charges.** Charges for towing, storage, and other services required of Garage Owner by this Agreement shall not exceed those set forth in Exhibit A to this Agreement. The towing charge shall include the services of the tow truck driver and any other required personnel. The towing charge shall also include cleaning up and clearing of any accident site. Approved storage charges shall be made for the following categories: 1) Passenger cars; 2) trucks and trailers up to one ton; 3) motorcycles; 4) trucks and trailers over one ton; 5) all other vehicles. Approved miscellaneous charges shall be made for the following categories: 1) opening locked vehicles; 2) disconnecting and reconnecting driveshaft; 3) uprighting overturned

vehicles, 4) all other services other than towing and storage. All charges imposed by Garage Owner in the performance of this Agreement shall be subject to the following conditions:

- a) All rates and charges shall be conspicuously posted in Garage Owner's office or other area viewable by the public.
- b) All bills shall be itemized, including the services rendered, the unit cost of each service and the total cost.
- c) City shall not be liable to pay Garage Owner or anyone else, any charge or other fee for a call which does not result in a chargeable service being rendered by Garage Owner (a "dry run").
- d) In the event any vehicle is towed or impounded, or both, through any error of the Garage Owner or City, neither the vehicle owner or City shall have the duty to pay any towing, storage, or other fees or charges.
- e) In the event that any dispute shall arise concerning any charge made to any person in performing services under this Agreement, the dispute shall be decided by the Chief of Police or its designee, pursuant to California Vehicle Code Section 22852. The decision shall be binding on all parties involved.
- f) Garage Owner shall not make any demand on the vehicle owner or driver for a sum in excess of the amount established by the Hermosa Beach City Council.
- g) Garage Owner shall accept a valid bank credit card for payment of charges incurred.
- h) Hourly charges shall be prorated on a quarter hour basis.

11. **Review of Rates and Charges.** Upon petition of Garage Owner for a rate increase not more often than once per year, the Chief of Police or its designee will evaluate the performance of the services being provided pursuant to this Agreement. This review will then be forwarded to the City Council with a recommendation to grant or deny the proposed rate increase. In no case will increase be greater than those fees determined by the Los Angeles Police Commission. Nothing contained herein shall obligate City to grant any rate increase.

12. **Inspection.** All real property and improvements thereon, and all vehicle facilities, equipment, and material used by the Garage Owner in the performance of this Agreement shall be open to inspection by the Chief of Police or its authorized representative and will be subject to periodic checks.

13. **Indemnification.** The Garage Owner shall defend, indemnify, and hold harmless the City of Hermosa Beach, each of its elected and appointed officials, officers, agents, employees, Board and Commission members and representatives from any liability of any kind whatsoever, including attorneys

fees, expert fees, investigation costs and court costs, arising in any manner whatsoever from or in any manner attributed to the Garage Owner's performance of this Agreement excepting only liability arising from the negligent or wrongful conduct of the City. Garage Owner must provide a properly executed City of Hermosa Beach Indemnification and Hold Harmless Agreement (Attachment "C"), which is attached hereto as Exhibit B and incorporated herein by reference, executed by a duly authorized representative of the Contractor's insurance carrier.

14. **Insurance.** Garage Owner shall neither commence work under this Agreement until it has obtained all insurance required hereunder by the company or companies acceptable to City nor shall Garage Owners allow any subcontractors to commence work on a subcontract until all insurance required of the Subcontractor has been obtained. Garage Owner shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

a) **Workers' Compensation Insurance.** Throughout the term of this Agreement, at Garage Owner's sole cost and expense, Garage Owner shall keep or cause to be kept, in full force and effect, a Workers' Compensation Insurance policy as required by the laws of California. Garage Owner shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to its employees. Garage Owner, prior to commencing work, shall sign and file with City certification as follows:

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

b) **General Liability.** Throughout the term of this Agreement, at Garage Owner's sole cost and expense, Garage Owner shall keep or cause to be kept, in full force and effect, for the mutual benefit of City and Garage Owner, a general liability policy, including personal injury, with limits of not less than \$1,000,000 (One Million dollars) per accident. The policy shall also include Garage Keepers Legal Liability, including collision, in the amount of not less than \$1,000,000 (One Million Dollars). In addition to a certificate of insurance providing evidence of the required insurance, the Garage Owner must provide a properly executed City of Hermosa Beach Insurance Endorsement Form #1 and #1A (Attachment "A"), which is attached hereto as Exhibit B and incorporated herein by reference, executed by a duly authorized representative of the Contractor's insurance carrier.

c) **Automobile Insurance.** Throughout the term of this Agreement, at Garage Owner's sole cost and expense, Garage Owner shall keep or cause to be kept, in full force and effect, for the mutual benefit of City and Garage Owner, Automobile Liability Insurance with minimum limits of liability of \$1,000,000 (One Million Dollars) per accident for bodily injury and property damage. In addition to a certificate of insurance providing evidence of the required insurance, the contractor must provide a properly executed City of Hermosa Beach Insurance Endorsement Form #2 (Attachment "B"), which is attached hereto as Exhibit B and incorporated herein by reference, executed by a duly authorized representative of the Contractor's insurance earner.

d) **General Insurance Requirements.** All of the following terms and conditions shall apply to each of the insurance policies required under this Agreement.

- (1) Each policy shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of Class A+. If such coverage is unattainable, such policy shall be issued by an insurer rated in Best's Insurance Guide with a financial rating of Class A-.
- (2) Each policy shall provide that the insurance coverage provided shall not be canceled, reduced, or materially changed by the insurance carrier without the carrier providing thirty (30) days written notice thereof to the City Clerk of the City of Hermosa Beach by certified mail.
- (3) Each policy shall name as additional insured City, each of its elected officials, officers, Board and Commission members, employees, agents and representatives.
- (4) Garage Owner agrees that he will not cancel, reduce, or materially change any insurance coverage required under this Agreement without approval of the City Manager or other authorized City official.
- (5) Each policy shall contain language to the effect that the insurer waives the right of subrogation against City and City's elected officials, officers, Board and Commission members, employees, agents, and representatives.
- (6) Each policy shall contain language to the effect that it is primary noncontributing with any insurance that may be carried by the City.
- (7) All insurance coverage must be approved by the Risk Manager.
- (8) Duplicates of all policies must be filed with the City Clerk's office prior to the

beginning date of this Agreement.

- (9) At all times during the term of the Agreement, Garage Owner shall maintain on file with the City Clerk of the City of Hermosa Beach a certificate of the insurance carrier or carriers showing that all insurance required under this Agreement shall not be effective unless and until such certificates are filed with the City Clerk.

15. **Assignment.** The Agreement is personal to the Garage Owner and it shall not assign or transfer, in whole or in part, its interest in the Agreement, or subcontract all or any part of the services to be performed by the provisions of the Agreement without written approval of the City being first obtained.

16. **Insolvency.** The Garage Owner shall not suffer either the appointment of a receiver to take possession of all or substantially all of the assets of Garage Owner or make a general assignment of such assets for the benefits of creditors. Any such action taken or suffered by Garage Owner under any insolvency of bankruptcy proceedings constitute a breach of this Agreement by the Garage Owner, and all property assigned by the City of Hermosa Beach for safe care shall be "released" to a new assigned Garage Owner as specified by the City Manager, with a reimbursement for towing and storage borne by company assuming the new responsibility. Should the Garage Owner become insolvent, as defined in this section, the City Manager may, by giving five (5) days' notice to the Garage Owner or to the person appointed to manage the Garage Owner's affairs at the address for such person appearing in the official records of the Court that appointed him, terminate this Agreement. For the purposes of this section, the Garage Owner shall be conclusively presumed to have become insolvent if Garage Owner should:

- (1) Have a Receiver appointed to take possession of all or substantially all of the Garage Owner's property because of insolvency.
- (2) Make general assignment for the benefit of creditors; or
- (3) Allow any judgment against Garage Owner to remain unsatisfied and unbound for a period of thirty (30) days or longer.

17. **Default.** If at any time the Garage Owner is in default in the performance of any terms, covenants, and conditions of this Agreement, the City shall without prejudice to any other remedy it may have, send notice of such default to the Garage Owner; and, if such default is not remedied within five (5) days thereafter, may terminate the Agreement by sending written notice thereof to the Garage Owner. Any failure by the City at any time, or from time to time to enforce or require strict keeping and performance of any of

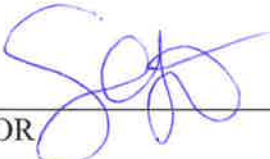
the terms, covenants, or conditions, in effect shall not impair in any way the right of the City to avail itself of such remedies as it may have for any breach of breaches of such terms, covenants, or conditions.

18. **Notices.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by registered mail or personal delivery, addressed to the City Clerk of the City of Hermosa Beach, 1315 Valley Drive, Hermosa Beach, California, 90254, or to Garage Owner addressed to 11101 Hindry Avenue, Los Angeles, California 90045. Different addresses may be furnished in writing by either party to the other pursuant to these notice provisions. Notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by registered or certified mail. Said notice may also be personally delivered and shall be deemed to have been given the same day as personal delivery. This shall be a valid and sufficient service of notice for all purposes.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized officers.

CITY OF HERMOSA BEACH:

BRUFFY'S TOW



MAYOR



GARAGE OWNER

APPROVED AS TO FORM:



CITY ATTORNEY



CITY CLERK

Exhibit A
Rates

A.	<u>Flat charge</u> for City ordered tow charges for passenger type vehicles and trucks, trailers, and boats up to and including 1 ton capacity during the hours of 7:00 a.m. and 7:00 pm. 7 days per week, 365 days per year	<u>\$ 133.00/hour</u>
B.	Same as "A", except during the hours of 7:00 p.m. to 7:00 a.m.	<u>\$ 133.00/hour</u>
C.	<u>Flat charge</u> for City ordered tow charges for trucks, trailers, and boats (over 1 ton) and heavy equipment during the hours of 7:00 a.m. and 7:00 p.m. 7 days per week, 365 days per year	<u>\$ 255.00</u>
D.	Same as "C" except during the hours of 7:00 p.m. to 7:00 a.m.	<u>\$ 255.00</u>
E.	Hourly charge for additional labor to facilitate the movement of the vehicles (including dropping the drive shaft, use of dollies, uprighting overturned vehicles, etc. This does not include using a "slim jim" to open the vehicle – that should be included in base towing cost, except as requested below)	<u>\$ 133.00 hour</u>
F.	<u>Flat charge</u> to "slim jim" a vehicle without performing towing services	<u>\$ 75.00</u>
G.	<u>Hourly charge</u> for use of a dolly or motorcycle trailer if required	<u>\$ 133.00 hour</u>
H.	<u>Flat charge</u> for a vehicle release during non-business hours/days.	
	Define non-business hours: <u>Not applicable.</u>	
	Define non-business days: <u>Not applicable.</u>	
I.	Storage of vehicles shall be charged at the following rates:	
	1. Motorcycles	<u>\$ 11.00/Day</u>
	2. Passenger type cars and trucks and trailers (1 ton or less)	<u>\$ 41.50/Day</u>
	3. Trucks and trailers over 1 ton and heavy equipment	<u>\$ 58.50/Day</u>
	4. Boats	
	a. Under 20 feet;	<u>\$ 45.50/Day</u>
	b. From 20 feet to 40 feet; and	<u>\$ 58.50/Day</u>
	c. Over 40 feet	<u>\$ 72.50/Day</u>
J.	Field Release Fee	<u>\$ 133.00 + City Admin fee</u>
K.	Cost to tow City owned vehicles	
	1. Within Hermosa Beach to City Yard	<u>\$ 85.00/Tow</u>
	2. Outside Hermosa Beach to City Yard	<u>\$ 7.50/Mile</u>



Bruffy's Inc.
dba Bruffy's Tow
dba Bruffy's Del Rey Tow

11101 Hindry Avenue
 Los Angeles, CA 90045-6223

4130 Glencoe Avenue
 Marina Del Rey, CA 90292-5610

Phone: (310) 395-0084
 Front Fax: (310) 578-2251

Kevin@BruffysTow.com
 Fax: (310) 578-2251

VEHICLE SCHEDULE

August 12, 2019

Truck	Year	Make	Model	Usage	License	GVWR	Wt/Cd	Vehicle Identification #
1425	2006	FORD	F650	Wrecker	8A46558	26,000	C	3FRWF65F66V302582
1431	2007	GM	C5500	Carrier	8H63331	26,000	C	1GBJ5C1227F411063
1432	2011	Ford	F450	Wrecker	8Z36373	20,000	B	1FDUF4GY5BEA41874
1436	2013	Dodge	4500	Wrecker	81990M1	20,000	B	3C7WRKALXDG588224
1437	2014	Dodge	4500	Wrecker	62145P1	20,000	B	3C7WRKAL1EG159572
1439	2015	Dodge	4500	Wrecker	35532X1	20,000	B	3C7WRKAL0FG706395
1440	2015	Dodge	4500	Wrecker	05638Y1	20,000	B	3C7WRKAL9FG706394
1441	2016	Dodge	4500	Wrecker	63270Z1	20,000	B	3C7WRKAL4GG111972
1442	2016	Ford	F450	Wrecker	82733G1	20,000	B	1FDUF4GY4GEB07564
1443	2016	Dodge	4500	Wrecker	13934C2	20,000	B	3C7WRKAL6GG142365
1444	2016	Dodge	5500	Carrier	08882H2	20,000	B	3C7WRMDL2GG373707
1445	2019	Ford	F450	Wrecker	21483T2	20,000	B	1FDUF4GT8KEC35724
1446	2019	Dodge	4500	Wrecker		20,000	B	3C7WRKAL1KG521704

13 - Active Vehicles

Trailer	Year	Make	Model	Usage	License	GVWR	Wt/Cd	Vehicle Identification #
Black	2004	H&H	UTIL	Trailer	4DL6029	1,000	A	4J6UT16224B055549
Dolly	2010	DET	DLY	Trailer	4MW6324	1,588	A	15DP1010XAA998248

2 - Trailer

LIST DMV Info - 1

Exhibit B
Insurance and Indemnity Forms

(See following pages)

CITY OF HERMOSA BEACH
1315 VALLEY DRIVE
HERMOSA BEACH, CA 90254

INSURANCE ENDORSEMENT FORM #1
(GENERAL)
Attachment "A"

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Hermosa Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Hermosa Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and dates(s) or event to include set-up and cleanup dates): _____
6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be canceled except by written notice to the Risk Manager at: City of Hermosa Beach, 1315 Valley Drive, Hermosa Beach, CA, 90254, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.
10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Commercial General

Liability "Occurrences" Form CG0001 and shall include the following:

A. General Liability

- (1) Comprehensive Form
- (2) Premises/Operations
- (3) Independent Contractors Liability
- (4) Broad Form Property Damage
- (5) Personal Injury
- (6) Products, Completed Operations
- (7) Contractual
- (8) Explosions, collapse, or underground property damage.

NOTE: If this is a Homeowner's Policy in lieu of Commercial General Liability, it shall afford coverage at least as broad as Homeowners ISO Form HO II (Ed 9-70) California and shall include comprehensive personal liability.

The policy shall provide the dollar limit specified in paragraph 9 with the following additional coverage where boxes below are checked:

- ☐ 11. Host Liquor Liability
☐ 12. Liquor Law Liability
☐ 13. Other _____

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective 9-10-2019 at 12:01 a.m. and
forms a part of Policy No. CMD-915631

Name Insured Proffitt, Inc.

Name of Insurance Company Oregon Mutual Ins Co

I, Greg Henry (print/type name) warrant that I have authority to
bind the above listed insurance company, and by my signature hereon do so bind this company.

By [Signature]
Signature of Authorized Representative

Approved [Signature] 09.16.19
City Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

CITY OF HERMOSA BEACH
1315 VALLEY DRIVE
HERMOSA BEACH, CA 90254

INSURANCE ENDORSEMENT FORM #1A – Garage Keeper’s Liability

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Hermosa Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company’s liability.
3. Occurrence Based Policy. This policy shall be an “occurrence based policy.”
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Hermosa Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and dates(s) of event to include set-up and cleanup dates):

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be canceled except by written notice to the Risk Manager at: City of Hermosa Beach, 1400 Highland Avenue, Hermosa Beach, CA 90254, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.
10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Garage Liability and Garage Keepers Legal Liability “Occurrences” ISO Form CA 0005.

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective 9-10-2019 at 12:01 a.m. and forms a part of

Policy No. CMD-915631

Named Insured Bruffy's, Inc.

Name of Insurance Company Oregon Mutual Ins. Co.

I, Greg Hanes (print/type name) warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By [Signature]
Signature of Authorized Representative

Approved [Signature] 09.16.19
City Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

CITY OF HERMOSA BEACH
1315 VALLEY DRIVE
HERMOSA BEACH, CA 90254

INSURANCE ENDORSEMENT FORM #2
(AUTO LIABILITY)
Attachment "B"

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Hermosa Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Hermosa Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and dates(s) of event to include set-up and cleanup dates):

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be canceled except by written notice to the Risk Manager at: City of Hermosa Beach, 1400 Highland Avenue, Hermosa Beach, CA 90254, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.
10. Scope of Coverage. This policy shall afford coverage at least as broad as Insurance Services Office Form No. CA0001 (Ed 1/78), Cod 1 ("any auto") and shall include the following:

A. Auto Liability

- (1) Any auto
- (2) All owned autos (Private Passengers)
- (3) All owned autos (other than Private Passengers)
- (4) Hired autos
- (5) Non-owned autos (for business purposes)
- (6) Other _____

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective 9-10-2019 at 12:01 a.m. and forms a part of

Policy No. CMO-915631

Named Insured Brutty's, Inc.

Name of Insurance Company Oregon Mutual Ins Co

I, Greg Hansen (print/type name) warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By _____

Signature of Authorized Representative

Approved _____

City Manager

Date 09.16.19

PLEASE ATTACH CERTIFICATE OF INSURANCE

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

09/10/19

PRODUCER

Hanen Insurance Services, Inc.
22231 Mulholland Hwy. #209-A

Calabasas CA 91302
(818) 222-9080

INSURED

Bruffy's, Inc.

11101 S. Hindry Ave.
Los Angeles CA 90045
(310) 395-0084

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Oregon Mutual Insurance Co.

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CMO-915631	10/08/18	10/08/19	GENERAL AGGREGATE \$5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$5,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY \$1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTOR'S PROT.				EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED. EXPENSE (Anyone person) \$ 5,000
A	AUTOMOBILE LIABILITY	CMO-915631	10/08/18	10/08/19	COMBINED SINGLE LIMIT \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	CMO-915631	10/08/18	10/08/19	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> GARAGE LIABILITY				AGGREGATE \$1,000,000
					STATUTORY LIMITS
A	EXCESS LIABILITY	CMO-915631	10/08/18	10/08/19	EACH ACCIDENT \$
	<input checked="" type="checkbox"/> UMBRELLA FORM				DISEASE-POLICY LIMIT \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				DISEASE-EACH EMPLOYEE \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	
A	OTHER	CMO-915631	10/08/18	10/08/19	\$ 600,000
	On-Hook Garage Keepers				\$ 600,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Hermosa Beach and its officers, employees, elected officials, volunteers and members of boards and commissions shall be additional insured

CERTIFICATE HOLDER

City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach CA 90254

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

09/10/19

PRODUCER

Hanen Insurance Services, Inc.
22231 Mulholland Hwy. #209-A

Calabasas CA 91302
(818) 222-9080

INSURED

Bruffy's, Inc.

11101 S. Hindry Ave.
Los Angeles CA 90045
(310) 395-0084

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COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Oregon Mutual Insurance Co.

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CMO-915631	10/08/18	10/08/19	GENERAL AGGREGATE \$5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$5,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY \$1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTOR'S PROT.				EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED. EXPENSE (Anyone person) \$ 5,000
A	AUTOMOBILE LIABILITY	CMO-915631	10/08/18	10/08/19	COMBINED SINGLE LIMIT \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
A	EXCESS LIABILITY	CMO-915631	10/08/18	10/08/19	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
A	OTHER	CMO-915631	10/08/18	10/08/19	\$ 600,000
	On-Hook Garage Keepers				\$ 600,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Hermosa Beach and its officers, employees, elected officials, volunteers and members of boards and commissions shall be additional insured

CERTIFICATE HOLDER

City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach CA 90254

CANCELLATION

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AUTHORIZED REPRESENTATIVE

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

09/10/19

PRODUCERHanan Insurance Services, Inc.
22231 Mulholland Hwy. #209-ACalabasas CA 91302
(818) 222-9080**INSURED**

Bruffy's, Inc.

11101 S. Hindry Ave.
Los Angeles CA 90045
(310) 395-0084THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.**COMPANIES AFFORDING COVERAGE**COMPANY
LETTER **A**

Oregon Mutual Insurance Co.

COMPANY
LETTER **B**COMPANY
LETTER **C**COMPANY
LETTER **D**COMPANY
LETTER **E****COVERAGES**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$5,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY \$1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTOR'S PROT.				EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED. EXPENSE (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	CMO-915631	10/08/18	10/08/19	COMBINED SINGLE LIMIT \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				
A	EXCESS LIABILITY	CMO-915631	10/08/18	10/08/19	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
A	OTHER	CMO-915631	10/08/18	10/08/19	\$ 600,000
	On-Hook Garage Keepers				\$ 600,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMSCity of Hermosa Beach and its officers, employees, elected officials,
volunteers and members of boards and commissions shall be additional insured**CERTIFICATE HOLDER**City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach CA 90254**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
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LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



OREGON MUTUAL INSURANCE COMPANY
COMMERCIAL POLICY CHANGE

M2282
(9-94)

COMPANY

POLICY NO.	CHANGE EFF. DATE	POLICY EXP. DATE	POLICY CHANGE NO.	DATE ISSUED
CMD CGO 5053915631	09/10/2019	10/08/2019	003	09/11/2019
NAMED INSURED			AGENT	
BRUFFYS INC			3617 HANEN INS. SERVICES, INC.	

Your policy is changed as indicated below, for:

DECLARATIONS ARE AMENDED TO INCLUDE THE FOLLOWING:

***** ADD VARIABLE ENDT FORM NUMBER ***** L53B

FORM: CA2048

***** CHANGE PREMIUM SUMMARY *****

TOTAL AMOUNT DUE NO CHARGE

NOT A STATEMENT - YOUR BILLING WILL FOLLOW



OREGON MUTUAL INSURANCE COMPANY
COMMERCIAL POLICY CHANGE

M2282
(9-94)

COMPANY

POLICY NO. CMO CLO 5053915631	CHANGE EFF. DATE 09/10/2019	POLICY EXP. DATE 10/08/2019	POLICY CHANGE NO. 005	DATE ISSUED 09/11/2019
NAMED INSURED BRUFFYS INC			AGENT 3617 HANEN INS. SERVICES, INC.	

Your policy is changed as indicated below, for:

DECLARATIONS ARE AMENDED TO INCLUDE THE FOLLOWING:

***** ENDORSEMENT CHANGES *****

FORM CG2026 ADDED ADDIT. INSURED: CITY OF HERMOSA BEACH

FORM CG2026 0413 HAS BEEN ADDED

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

09/10/19 TO 10/08/19

ENDORSEMENTS EXIST WHICH WERE EFFECTIVE AFTER THIS EFFECTIVE DATE.

ADD TERRITORY OF 003

ADD CLASS CODE OF 10073

ADD OTHER COMMISSION OF .1500

ADD OTHER FINAL RATE OF 25.000

ADJUSTMENT TO TERRORISM PREMIUM

***** TOTAL *****

ADDITIONAL PREMIUM DUE

\$

25.04

THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT

POLICY NUMBER:

**COMMERCIAL AUTO
CA 20 48 02 99****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09/10/2019	Countersigned By: 03617 HANEN INS. SERVICES, INC. (Authorized Representative)
Named Insured: BRUFFYS INC	

SCHEDULE**Name of Person(s) or Organization(s):**
CITY OF HERMOSA BEACH

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

CITY OF HERMOSA BEACH

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**FIRST AMENDMENT TO AGREEMENT FOR TOWING SERVICES BETWEEN THE
CITY OF HERMOSA BEACH AND BRUFFY’S TOW**

This First Amendment to the Agreement Between the City of Hermosa Beach and Bruffy’s for towing and storage services is entered into by and between the CITY OF HERMOSA BEACH, a municipal corporation (“CITY”), and BRUFFY’S TOW, a California corporation (“CONTRACTOR”), as of _____, 2020.

RECITALS

- A. CITY and CONTRACTOR are parties to an Agreement for towing services dated August 27, 2019.
- B. CITY and CONTRACTOR now desire to amend the Agreement in order to engage the CONTRACTOR for an additional one-year term as contemplated in the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended for the first time as follows:

Section 3 of the Agreement entitled “TERM OF THE AGREEMENT; TERMINATION” is amended to read as follows:

Section 3. Term of Agreement; Termination

- a) The term of this Agreement shall commence upon execution by both parties and shall expire on August 27, 2021, unless earlier termination occurs under Section 3(b) of this Agreement or this Agreement is extended in writing in advance by both parties. CITY may in its discretion extend this Agreement for one additional one-year term.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

BRUFFY'S TOW

By _____
GARAGE OWNER

CITY OF HERMOSA BEACH

By _____
MAYOR

ATTEST:

CITY CLERK



Staff Report

Staff Report

REPORT 20-0600

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020**

**AUTHORIZE THE CITY MANAGER TO AMEND CONTRACT
WITH ARAKELIAN SERVICES (ATHENS SERVICES) FOR
SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH TO
INCREASESIDEWALK CLEANING SERVICE IN THE DOWNTOWN AREA**

(Environmental Programs Manager Doug Krauss)

Recommended Action:

Staff recommends that the City Council authorize the City Manager to amend the contract with Athens Services to temporarily increase sidewalk cleaning in the downtown area.

Executive Summary:

Due to increased foot traffic in the downtown area, staff has witnessed increased debris and staining on sidewalks along Pier Avenue and Hermosa Avenue. It has been determined that increasing sidewalk cleaning service by once per week would improve these conditions.

Background:

Staff has observed an increase in debris and staining on City sidewalks along Pier Avenue and Hermosa Avenue. This can be attributed to the increase in foot traffic in the downtown areas and increase in take-out food orders due to indoor dining restrictions. Los Angeles County Department of Public Health, in alignment with the State Health Order, closed all non-essential business sectors in March of 2020 to slow the spread of COVID-19. In July of 2020, the Governor, in response to rapidly-increasing case rates and hospitalizations, completely closed bars, breweries, and the indoor operations of restaurants. The closure of indoor operations of restaurants, with no anticipated reopening date specified, called on local jurisdictions and restaurants to expand outdoor dining operations in a safe and effective manner and prompted increased take-out service from these restaurants.

Athens Services performs sidewalk and other cleaning as part of its contract with the City for Sweeping/Cleaning of Streets, Alleys, Walkstreets, Parking Lots, and the Pier in Hermosa Beach. The contract allows the City to add services as needed. Staff recommends Council authorize the City Manager to add these services to the existing contract.

Staff Report

REPORT 20-0600

Discussion:

Staff has consulted with Athens Services on its current service in the downtown area to assess effectiveness and coordination with usage by the public in these areas. It has been determined that an additional day per week of pressure washing service on the sidewalks of Hermosa Avenue between 14th Street and 8th Street, and Pier Avenue between Hermosa Avenue and Valley Drive would improve cleanliness and prevent any debris or stains from accumulating for extended periods of time. Athens Services has proposed this additional service at the cost of \$3,441.36 per month with a discounted price of \$1,720.68 for the month of September. This service would begin immediately and staff would continue to monitor this service to assess its long-term effectiveness.

Past Council Actions

Meeting Date	Description
October 12, 2010	Approve Franchise Agreement with Athens Services for Sweeping/Cleaning Services

General Plan Consistency:

This report and associated recommendation have been evaluated for their consistency with the City's General Plan. Relevant Policies are listed below:

Parks and Open Space

Goal 1. First class, well maintained, and safe recreational facilities, parks and open spaces.

Policies:

- **1.1 Facility Upgrades.** Improve and update park and open space facilities on a regular basis.

Fiscal Impact:

The additional monthly cost of \$3,441.36 would be submitted to Cal OES for FEMA reimbursement.

Attachments:

1. Agreement with Athens Services for Sweeping/Cleaning Services
2. First Amendment to the Agreement

Respectfully Submitted by: Doug Krauss, Environmental Programs Manager

Concur: Marnell Gibson, Public Works Director

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Lauren Langer, City Attorney

Approved: Suja Lowenthal, City Manager

PART 3
SECTION 10
AGREEMENT

**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

This Agreement for SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS, PARKING LOTS AND THE PIER IN HERMOSA BEACH - Street Cleaning Services ("Agreement") is made on this 12th day of October 2010, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and Arakelian Enterprises, Inc. (Hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. CITY proposes to contract for Street Cleaning Services for all public owned properties as set forth below in this Agreement;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the required services.
- C. NOW, THEREFORE, the CITY and the CONTRACTOR mutually agree as follows:

- 1. **SERVICES.** CONTRACTOR shall perform those services set forth in PART 5 – SPECIAL PROVISIONS which is attached hereto and incorporated herein by reference. CITY reserves the right to change the scope of services, including the items and frequency of work to be performed, at any time in its sole discretion during the term of this Agreement, and to modify the payment due CONTRACTOR accordingly, based on the prices set forth in CONTRACTOR'S proposal.
- 2. **TIME OF PERFORMANCE.** The term of this Agreement shall be for the time period beginning July 1, 2010 and ending on June 30, 2013.
- 3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed \$681,807.44. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.
- 4. **AGREEMENT ADMINISTRATION.**
 - 4.1. **CITY's Representative.** Unless otherwise designated in writing Mike Flaherty, Maintenance Supervisor, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 4.2. **Manager-in-Charge.** For the CONTRACTOR Gary Clifford, COO shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

5. TERMINATION.

- 5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another CONTRACTOR.

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7. INSURANCE REQUIREMENTS.

- 7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the agreement, the following insurance policies:
- 7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty

(30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

- 7.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$1,000,000) combined single limit for each occurrence.
- 7.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 7.2.1 below.
 - 7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 - 7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
 - 7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 - 7.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - 7.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- 7.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- 7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- 7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of agreement under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent CONTRACTOR relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent CONTRACTOR status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent CONTRACTOR relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.

10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.
13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Richard Morgan, Director
Public Works Department


CONTRACTOR:
Arakelian Enterprises, Inc. DBA Athens Services
P.O. Box 60009
City of Industry, California 91716

Attention: Contract Administration

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 12th day of Oct, 2010.

CONTRACTOR



Ron Arakelian, III

Executive Officer

TITLE

CITY OF HERMOSA BEACH:



Peter Tucker, Mayor

ATTEST:



City Clerk

APPROVE AS TO FORM



Michael Jenkins

A

Your Return Mailing Address

REGISTRAR - RECORDER

COUNTY CLERK'S PUBLIC STAMP

05 2253150

Name: Arakelian Enterprises, Inc.

Address: P.O. Box 60009

City: City of Industry State: CA Zip Code: 91716-0009

1

☐ First Filing ☒ Renewal Filing

Check one only

FICTITIOUS BUSINESS NAME STATEMENT

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: (Attach additional pages if required)

2	Fictitious Business Name(s)		3	Community Disposal Company	
	1. Athens Services		Articles of Incorporation or Organization Number (if applicable)		
	2. Athens Disposal Company		AI #/ON A0540259		
3	Street Address, City & State of Principal Place of Business in California (P.O. Box alone not acceptable)				
	14048 Valley Blvd., City of Industry, CA 91746				
4	Full name of Registrant / Corporation / Limited Liability Company		(if corporation - incorporated in what state)		
	Arakelian Enterprises, Inc.		California		
	Residence Street Address (P.O. Box not accepted) City		State		Zip Code
	14048 Valley Blvd., City of Industry,		CA		91746
4A	Full name of Registrant / Corporation / Limited Liability Company		(if corporation - incorporated in what state)		
	Residence Street Address (P.O. Box not accepted) City		State		Zip Code
4B	Full name of Registrant / Corporation / Limited Liability Company		(if corporation - incorporated in what state)		
	Residence Street Address (P.O. Box not accepted) City		State		Zip Code
5	This Business is conducted by: <input type="checkbox"/> an individual <input type="checkbox"/> a general partnership <input type="checkbox"/> joint venture <input type="checkbox"/> a business trust <input type="checkbox"/> co-partners <input type="checkbox"/> husband and wife <input checked="" type="checkbox"/> a corporation <input type="checkbox"/> a limited partnership (check one only) <input type="checkbox"/> an unincorporated association other than a partnership <input type="checkbox"/> a limited liability company <input type="checkbox"/> _____				
6	<input type="checkbox"/> The registrant commenced to transact business under the fictitious business name or names listed on (Date): 11/12/97 <input type="checkbox"/> Registrant has not yet begun to transact business under the fictitious business name or names listed herein.				
7	I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)				
8	Signature of Registrant(s)		8A If Registrant is a CORPORATION or LLC, sign below		
	Signature	type/print name	Arakelian Enterprises, Inc.		
	Signature	type/print name	Corporation Name / Limited Liability Company		
	Signature	type/print name	Signature		
	Signature	type/print name	Chief Financial Officer		
	Signature	type/print name	Title		
	Signature	type/print name	Kevin P. Hanifin		
	Signature	type/print name	Type or Print Name		

This statement was filed with the County Clerk of

LOS ANGELES

County on date indicated by file stamp above.

NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE YEARS FROM DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO THAT DATE. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (See Section 14411 et seq., Business and Professions Code)

REGISTRAR - RECORDER/COUNTY CLERK
 BUSINESS FILING AND REGISTRATION
 P.O. BOX 53592, LOS ANGELES, CA 90053-0592
 PH: (562) 462-2177

FILING FEE: \$23.00 for 1 FBN and 2 registrants
 plus \$4.00 for each additional FBN/registrant
 RENEWAL FILING FEE: \$18.00
 REFER TO THE BACK OF FORM FOR INSTRUCTIONS

FORM # 76F286D-F029 (Rev. 5/04)

Clerk's Public Stamp

05 2253150



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
03/09/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO., EXT.): 877-945-7378 FAX (A/C, NO.): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED	Athens Services, Inc. 14048 Valley Blvd. City of Industry, CA 91746	INSURER(S) AFFORDING COVERAGE INSURER A: Chartis Specialty Insurance Company INSURER B: Arch Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15616418

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	EG64392	3/1/2011	3/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	71WCI4941603	3/1/2011	3/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	71WCI4941603	3/1/2011	3/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

It is agreed that The City of Hermosa Beach, its elected or appointed officers, officials, employees, agents, and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability, as required by written contract.

It is further agreed that such insurance as is afforded shall be Primary with any other insurance in force for or which may be purchased by the Additional Insureds.

CERTIFICATE HOLDER

CANCELLATION

City of Hermosa Beach
Public Works Department
1315 Valley Drive
Hermosa Beach, CA 90254

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coll:3291444 Tpl:1230311 Cert:15616418 ©1988-2010 ACORD CORPORATION. All rig 208



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED Athens Services, Inc. 14048 Valley Blvd. City of Industry, CA 91746	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of The City of Hermosa Beach, its elected or appointed officers, officials, employees, agents, and volunteers with respects to General Liability, Auto Liability and Workers Compensation policies, only by contract and permitted by law.

Appropriate endorsements have been requested from the carrier and will be provided as soon as available.

If you have any questions, please contact Laarni Samaniego or Tanya Peterson at 213-607-6300; Fax: 213-607-6301.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
03/09/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Athens Services, Inc. 14048 Valley Blvd. City of Industry, CA 91746	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Chartis Specialty Insurance Company	26883-900
	INSURER B: Arch Insurance Company	11150-001
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 15616419

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	EG6439324	3/1/2011	3/1/2012	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person)				\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY				\$ 25,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GENERAL AGGREGATE	\$ 1,000,000			
B	AUTOMOBILE LIABILITY	Y	71CAB4941503	3/1/2011	3/1/2012	PRODUCTS - COMP/OP AGG	
	<input checked="" type="checkbox"/> ANY AUTO					\$ 2,000,000	
	<input type="checkbox"/> ALLOWED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB					COMBINED SINGLE LIMIT (Ea accident)	
	EXCESS LIAB					BODILY INJURY (Per person)	
	DED	RETENTION \$				BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	71WCI4941603	3/1/2011	3/1/2012		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-EB
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

City of Hermosa Beach is named as Additional Insured with respects to the General Liability and Automobile Liability policy, but only as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Hermosa Beach
Attn: Ken Reamey
1315 Valley Drive
Hermosa Beach, CA 90254

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY OF HERMOSA BEACH REQUEST FORM FOR CONTRACTS AND ON-GOING SERVICES

to: Finance Director

Date: 12/15/2010

From Frank Senteno Director

Signature _____

Department of Public Works

Please issue a Contractor's purchase order to the following:

Arakelian Enterprises, Inc. DBA Athens Services

VENDOR NAME

P.O. Box 60009

VENDOR ADDRESS

City of Industry

CA

91716

CITY

STATE

ZIP

Ron Arakelian

626 336-3636 office

VENDOR CONTACT

TELEPHONE NO.

CHARGE TO ACCOUNT #:

Budgeted

112,519

11,600 [1695]

205,150 [109,705]

40,150 [29,589]

(63,979) → send CIP 08-127 for LOTS A+B

	FY 10-11	FY 11-12	FY 12-13	Totals
109-3301-4201	\$48,539.62	\$75,774.97	\$78,048.20	\$202,362.79
109-3304-4201	\$9,904.80	\$15,302.92	\$15,762.00	\$40,969.72
001-3104-4201	\$95,444.32	\$147,461.47	\$151,885.32	\$394,791.11
001-6101-4201	\$10,560.96	\$16,316.68	\$16,806.18	\$43,683.82
Totals:	\$164,449.70	\$254,856.04	\$262,501.70	\$681,807.44

This request is authorized by the following:



City Council Approved Contract

Date of City Council Approval: October 12, 2010



Signed Agreement (Attach Copy)



Approved Lease (Attach Copy)



On-Going Services Provider

Estimated Annual Amount \$

Description of Services: Citywide Street Sweeping

FINANCE USE ONLY:

PURCHASE ORDER # _____

FINANCE DIRECTOR _____

DATE _____

CITY MANAGER _____

DATE _____

Invoices relating to the above services will be forwarded to the requesting department for approval and assignment of an account number.

October 19, 2010

Honorable Mayor and Members of
the Hermosa Beach City Council

Regular Meeting of
October 26, 2010

**AWARD CONTRACT FOR
SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS, AND THE PIER IN HERMOSA BEACH**

Recommendation:

It is recommended that the City Council:

1. Award Sweeping/Cleaning Services contract to Athens Services for the period beginning November 1, 2010 and ending June 30, 2013 for a three-year contract total of \$681,807.44;
2. Authorize the Mayor to execute and the City Clerk to attest the contract subject to approval by the City Attorney; and
3. Authorize the Director of Public Works to make changes as necessary within the budgeted amount.

Background:

This contract provides street sweeping and cleaning services throughout the city, including streets, walkstreets, commercial sidewalks, the Strand, City-owned parking lots, the parking structure, and the pier.

This contract was originally bid in March 2010. Due to discrepancies with the lowest cost proposal, Council rejected all bids and directed staff to rebid the contract.

The scope of work was modified by eliminating optional levels of service and adding cleaning of the parking structure and quarterly cleaning of all commercial sidewalks. On September 2, 2010, the revised scope of work was advertised in the Easy Reader and on the City's website. The City Clerk received five bids by the closing date of September 30, 2010. The bids were publicly opened and read aloud. The bid results were as follows:

Bidder	11/1/10 through 06/30/11	07/01/11 through 06/30/12	07/01/12 through 06/30/13	TOTAL (11/1/10 through 6/30/13)
Athens Services	\$164,449.70	\$254,856.04	\$262,501.70	\$681,807.44
CleanStreet	\$223,834.96	\$342,467.64	\$349,317.12	\$915,619.72
Webco LB LLC	\$246,442.00	\$422,472.00	\$422,472.00	\$1,091,386.00
Cannon Pacific Services, Inc.	\$459,397.12	\$689,095.68	\$689,095.68	\$1,837,588.48
Borden Trucking, Inc.	\$703,327.00	\$1,068,054.00	\$1,068,054.00	\$2,839,435.00

Analysis:

The bid of the apparent low bidder, Athens Services, is approximately 30% below the amount currently budgeted for this work. Staff reviewed the low bidder's documents and found them to be in order. The Contractor has performed similar work for other public agencies and received favorable references. Staff recommends award of this contract to Athens Services.

Fiscal Impact:

This work is funded from three sources. The breakdown by fund is as follows:

		Downtown Enhancement Fund	General Fund -- Street Sweeping	General Fund -- Pier Maintenance	TOTAL
		109-3301-4201	001-3104-4201	001-6101-4201	
Budget	Current Year Budget for Full Year	\$112,519	\$205,150	\$40,150	\$357,819
	Current Year Budget (pro-rated for 8 months of service)	\$75,013	\$136,767	\$26,767	\$238,546
Contract Cost	Current Year Contract Cost (8 months of service)	\$56,927	\$96,961	\$10,561	\$164,450
	FY1112 Contract Cost (Full Year)	\$87,953	\$150,586	\$16,317	\$254,856
	FY1213 Contract Cost (Full Year)	\$90,591	\$155,104	\$16,806	\$262,502
TOTAL CONTRACT COST		\$235,472	\$402,652	\$43,684	\$681,807

The cost for the remainder of the current year is approximately \$74,000 less than the budgeted amount. The cost for the next two fiscal years is approximately \$100,000 per year less than the amount budgeted for the current year.

Attachment: Cost Breakdown – Athens Sweeping/Cleaning Proposal Received 09/30/10

Respectfully submitted,

Concur:



Ken Reamey, P.E.
Associate Engineer

Frank Senteno, P.E.
Interim Director of Public Works

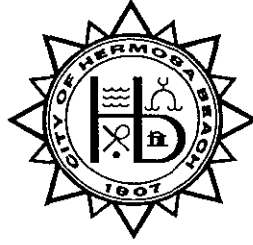
Noted for Fiscal Impact:

Viki Copeland
Finance Director

Stephen R. Burrell
City Manager

Cost Breakdown
Athens Services Sweeping/Cleaning Proposal Received 09/30/10

Item	Description	Frequency	Funding Source	11/1/10 thru 6/30/11		7/1/11 thru 6/30/12		7/1/12 thru 6/30/13	
				Monthly	Annual	Monthly	Annual	Monthly	Annual
1	Sweep Downtown	Mon, Wed, Fri, Sat, Sun	109-3301-4201	\$2,066.07	\$16,528.56	\$2,128.05	\$25,536.60	\$2,191.89	\$26,302.68
2	Sweep Strand	Daily	001-3104-4201	\$1,774.64	\$14,197.12	\$1,827.88	\$21,934.56	\$1,882.72	\$22,592.64
3	Clean City Pier	Mon, Wed, Fri, Sat, Sun	001-6101-4201	\$1,320.12	\$10,560.96	\$1,359.72	\$16,316.64	\$1,400.52	\$16,806.24
4	Morning Porter Service Downtown	Mon, Wed, Fri, Sat, Sun	109-3301-4201	\$1,603.83	\$12,830.64	\$1,651.94	\$19,823.28	\$1,701.50	\$20,418.00
5	Afternoon Porter Service Downtown	Sat, Sun, Holidays	109-3301-4201	\$702.52	\$5,620.16	\$723.60	\$8,683.20	\$745.30	\$8,943.60
6	Clean Dumpster Enclosures in Lots A, B, and D.	Weekly	109-3301-4201	\$487.33	\$3,898.64	\$501.95	\$6,023.40	\$517.01	\$6,204.12
7	Sweep all streets, alleys, walkstreets, and public parking lots not included in Downtown area.	Weekly, excluding holidays	001-3104-4201	\$10,155.90	\$81,247.20	\$10,460.58	\$125,526.96	\$10,774.39	\$129,292.68
8	Clean / Sweep Upper Pier Avenue	Mon, Wed, Fri, Sat, Sun	109-3301-4201	\$1,018.08	\$8,144.64	\$1,048.62	\$12,583.44	\$1,080.08	\$12,960.96
9	Commercial Sidewalk Cleaning	Quarterly	001-3104-4201	\$758.49	\$1,516.98	\$781.24	\$3,124.96	\$804.68	\$3,218.72
10	Clean / Sweep Parking Structure	Mon, Fri	109-3301-4201	\$1,238.10	\$9,904.80	\$1,275.24	\$15,302.88	\$1,313.50	\$15,762.00
TOTAL ANNUAL COST:					\$164,449.70		\$254,855.92		\$262,501.64



REQUEST FOR PROPOSALS

FOR

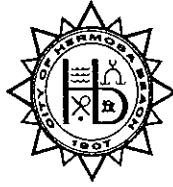
**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

NOVEMBER 1, 2010 THRU JUNE 30, 2013

**PUBLIC WORKS DEPARTMENT
1315 Valley Drive
Hermosa Beach, CA 90254
310/318-0214**

TABLE OF CONTENTS

		PAGE NO.
PART 1	Notice to Contractors	3
PART 2	Instructions to Proposers	4
PART 3	Proposal Documents	
	Section 1 Proposal to the City Council	7
	Section 2 Non-Collusion Affidavit	8
	Section 3 Contractors Industrial Safety Record	9
	Section 4 Contractor's Hourly Cost	10
	Section 5 Cost Proposal	11
	Section 6 Addenda	12
	Section 8 Signature Page	14
	Section 9 References	15
	Section 10 Agreement	16
PART 4	General Provisions	
	Section 1 Definitions of Terms	24
	Section 2 Award and Execution of Agreement	26
	Section 3 Legal Requirements and Responsibilities	31
	Section 4 Prosecution and Progress of the Work	33
	Section 5 Method of Payment	34
PART 5	Special Provisions	
	Section 1 Scope of Work	35
	Section 2 Personnel and Supervision	43
	Section 3 Equipment and Materials	45
	Section 4 Items of Work	47
	Section 5 Activity Schedules	48
	Attachments	
	Reporting Forms	49
	City Map	52
	Sweeper Route Maps	53



City of Hermosa Beach
NOTICE TO CONTRACTORS

SEALED PROPOSALS will be received at the office of the City Clerk, City of Hermosa Beach, California, until 2:00 p.m. on **Thursday, September 30, 2010**, at which time they will be publicly opened and read aloud for performing the following work:

**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

Late proposals will not be accepted.

The proposal shall be enclosed in a sealed envelope addressed to the City Clerk, City of Hermosa Beach, 1315 Valley Drive, Hermosa Beach, CA 90254, and shall be identified in the lower left corner of the envelope "Sealed Proposal" – **SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS, PARKING LOTS AND THE PIER IN HERMOSA BEACH**. City Hall is open Monday through Thursday, from 7:00 a.m. until 6:00 p.m.

No proposal shall be considered unless it is made on a proposal form furnished by the Department of Public Works.

Specifications, instructions to proposers, proposal, agreement, general and special provisions may be obtained in the Public Works Department, Room 001, City of Hermosa Beach, 1315 Valley Drive.

A pre-proposal meeting will be held on **Wednesday, September 15, 2010** at 9:00 am in City Hall, Council Chambers, 1315 Valley Drive, Hermosa Beach, California. All questions regarding this proposal must be submitted in writing to Michael Flaherty, Public Works Superintendent, on or before 3:00 PM on Wednesday, September 22, 2010 via facsimile (310/937-5015). It is the responsibility of the proposer to inquire as to the issuance of any addenda prior to the submittal of proposal.

A business license is required to work in the City of Hermosa Beach.

The City of Hermosa Beach reserves the right to reject any or all proposals and to waive any irregularity of informality in any proposal to the extent permitted by law.

The City of Hermosa Beach reserves the right to during the life of the contract to change the scope of services by adding or reducing work items and increasing or reducing quantities or frequencies based on the prices set forth for each item of work in this proposal.

Thank you for your time and interest in the City of Hermosa Beach.

Sincerely,

Richard D. Morgan, P.E.
Director of Public Works/City Engineer

PART 2

SECTION 1

INSTRUCTIONS TO PROPOSERS

2.1.1 GENERAL

Proposals for this project shall be submitted on the blank forms furnished herewith. When presented, they must be completely filled out in the manner and form indicated therein: (1) showing the proposed prices clearly and legibly in both words and numerals, and (2) properly signed by the proposer, whose address and telephone number shall also be shown. **The City Council reserves the right to reject any proposal if all of the above information is not furnished.**

Each proposal submitted shall be presented under sealed cover, and must be filed prior to the time, and at the place, designated in the Notice Inviting Proposals.

2.1.2 EXAMINATION, SPECIFICATIONS, AND SITE OF THE WORK

The specifications to which the proposal forms refer are on file and open to inspection in the office of the Director of Public Works.

Proposers must satisfy themselves by personal examination of the location of the proposed work and by such other means, as they may prefer as to the actual conditions and requirements of the work. Proposers shall not at any time after submission of the proposal dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

2.1.3 ESTIMATED QUANTITIES

The quantities shown in the proposal form, and in the estimate included in the specifications, are approximate only, and give a general indication of the amount of work or material to be performed or furnished. They are the quantities, which will be used as a basis for comparison of the proposals.

2.1.4 DISQUALIFICATION OF PROPOSALS

More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted, and reasonable grounds for believing that any proposer is interested in more than one proposal for the work will be cause for rejecting all proposals in which such proposer is interested.

Proposals in which the prices are obviously unbalanced, and those, which are incomplete or show any alteration of form or contain any additions or conditional or alternate proposals that are not called for or otherwise permitted, may be rejected. A proposal in which the signature of the proposer has been omitted will be rejected.

2.1.5 AWARD OF AGREEMENT

The award of the agreement, if it is awarded, will be made to the most qualified and responsible proposer whose proposal complies with all the prescribed requirements and who proposes the lowest price for all of the proposal items. Until award is made, the City reserves the right to reject any or all proposals and to waive technical errors or discrepancies if to do so is deemed to best serve the interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility of the proposer to whom it is proposed to make such award.

2.1.6 PROPOSAL FIGURES

In case of a discrepancy between words and figures, the words shall prevail. The proposal price shown in words shall take precedence over the price shown for the total should any discrepancy exist. An alteration of, or addition to, the form of proposal, which qualifies the proposal, will invalidate it. No mention shall be made of Sales Tax or Use Tax; all proposal prices submitted will be considered as including such tax.

2.1.7 EXECUTION OF AGREEMENT

If awarded the agreement, the undersigned hereby agrees to sign said agreement and furnish the necessary certificate of insurance within ten (10) days of the Notice of Award of said agreement, and to begin work as of the date on the Notice to Proceed from the City of Hermosa Beach, California.

2.1.8 INSTRUCTIONS FOR SIGNING PROPOSAL AND AGREEMENT

CORPORATIONS

Give the name of Corporation.

Signatures: President or Vice-President and Secretary or Assistant Secretary.

Affix Corporation seal and Notary's acknowledgment.

Others may sign for the corporation if the Director of Public Works has been furnished a certified copy of a resolution of the Corporation Board of Directors authorizing them to do so.

PARTNERSHIPS

Signatures: All members of partnership, one may sign if the Director of Public Works has a copy of the authorization.

Affix Notary's acknowledgment.

JOINT VENTURES

Give the names of the joint ventures.

Signatures: All members of partnership, one may sign if the Director of Public Works has a copy of the authorization.

Affix Notary's acknowledgment.

INDIVIDUALS

Signature: The individual.

Affix Notary's acknowledgment.

Another may sign for the individual if the Director of Public Works has been furnished a certified power-of-attorney authorizing the other person to sign.

FICTITIOUS NAMES

Show fictitious name. Satisfy all pertinent requirements shown above.

2.1.10 QUALIFICATIONS OF PROPOSERS

All proposers hereunder must furnish satisfactory evidence to the City that they have operated or are presently operating a street sweeping service of the type similar to the operation described in this document and that they have successfully done so for a municipality for a minimum of five (5) years.

In order to determine the eligibility of the proposers, all of them must list all terminated or existing sweeping services (existing ones will be subject to inspection by City personnel).

As an attachment to the proposal, all proposers shall include detailed inventories of their equipment and all accessories by type, by model, year of manufacture, and anticipated remaining useful life as of the date of the inventory. All leased equipment shall be listed separately; the time remaining of each leased machine and option of renewal, where applicable, shall be stated. All equipment proposed to accomplish the work under this agreement must be available upon the effective date of the commencement of operations. Any new equipment proposed to be acquired shall be described in the schedule attached to the proposal document stating the scheduled time in calendar days such equipment will be in operation and shall include copies of delivery guaranties by manufacturers.

All proposers shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, and expertise to perform the services required by these specifications. No agreement will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who at any time lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with the specifications.

All proposers shall be held to comply with all laws of the State of California, the rules and regulations promulgated thereunder, the applicable ordinances, the rules and regulations of the City of Hermosa Beach, the ordinances and rules and regulations of the County of Los Angeles, and all other provisions of law. The CONTRACTOR shall meet all the requirements of the legislation and regulations, including any subsequent changes.

All power sweeping equipment (including Strand sweeper) must use alternative fuel in accordance with South Coast Air Quality Management District Rule No. 1186.1.

PART 3
SECTION 1
PROPOSAL TO THE CITY COUNCIL

**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

3.1.1 PROPOSAL

The undersigned, as proposer, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) proposer has carefully examined the specifications, instructions to proposers, proposal, notice to Contractors and all other information furnished therefore and the sites of the proposed work; and (3) proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, proposer agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this agreement is awarded to proposer, to enter into a agreement with the City Council of the City of Hermosa Beach to perform said proposed work in accordance with the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary to do said work, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated prices as submitted and attached hereto.

3.1.2 REQUIRED PROPOSAL DOCUMENTS

The proposer has submitted a complete Proposal, which includes all of the following documents:

Proposal to the City Council
Non-Collusion Affidavit
Agreement
Contractor's Industrial Safety Record
Designation of Sub-Contractors
Contractor's Hourly Cost
Proposer's Itemized Cost Breakdown by Year
References

PART 3
SECTION 2
NON-COLLUSION AFFIDAVIT

3.2.1 AFFIDAVIT

The undersigned in submitting a proposal for performing the following work by agreement, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with such agreement.

City Project Name: **SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

Signature of Proposer

Business Address

Subscribed and sworn to before me this _____ day of 2010.

Notary Public in and for the County of Los Angeles, State of
California

My Commission expires _____ 20__.

PART 3
SECTION 3
CONTRACTOR'S INDUSTRIAL SAFETY RECORD

3.3.1 SAFETY RECORD

To be submitted with each proposal to agreement for:

Project Identification _____

Proposal Date _____

The information must include all work undertaken in the State of California by the proposer, partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of data, which he/she would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

NAME OF CONTRACTOR: _____

Record last Five (5) Full Years

YEAR OF RECORD		2005	2006	2007	2008	2009
1.	No. of Contracts					
2.	Total dollar amount of contracts (in thousands of dollars)					
3.*	No. of Fatalities					
4.*	No of lost workday cases					
5.*	No. of lost workday cases involving permanent transfer to another job or termination of employment					
6.*	No. of lost workdays					

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary of Occupational Injuries and Illnesses, OSHA No. 102.

PART 3

SECTION 4

CONTRACTOR'S HOURLY COST

3.5.1 HOURLY COSTS – This section must be filled in completely

Hourly Costs for labor and equipment are provided below:

3.5.2 LABOR

CLASSIFICATION/TITLE	HOURLY COST	MARKUP	TOTAL
Laborer			
Crewleader			
Supervisor			
Equipment Operator			
Others (please list)			

3.5.3 EQUIPMENT

EQUIPMENT TYPE:	HOURLY COST	MARKUP	TOTAL

PART 3
SECTION 5
COST PROPOSAL

3.6.1 ANNUAL COSTS OF SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS, PARKING LOTS AND THE PIER IN HERMOSA BEACH

NAME OF CONTRACTOR:									
			11/1/10 thru 6/30/11		7/1/11 thru 6/30/12		7/1/12 thru 6/30/13		TOTAL COST
PROPOSAL ITEMS			Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	
1	Sweep Downtown	5 days/week							
2	Sweep Strand	7 days/week							
3	Clean City Pier	5 days per/week							
4	Morning Porter Service Downtown	5 days/week							
5	Afternoon Porter Service Downtown	Saturdays/ Sundays/ Holidays							
6	Clean dumpster enclosures in Lots A, B and D	1 day/week							
7	Sweep all streets, alleys, Walkstreets and parking lots not included in Downtown area	1 day/week excluding holidays							
8	Clean\sweep Upper Pier Avenue	5 days/week, including holidays							
9	Commercial Sidewalk Cleaning	Quarterly							
10	Parking Structure	Per Section 5.1.4a							
								TOTAL	

Note: The agreement will be awarded to the lowest responsive and responsible proposer based on the total amount proposed for all above bid items for three (3) consecutive years. The cost loading of individual work items must be able to stand alone and not be dependent upon other items of work, because from time to time during the life of the agreement the City reserves the option to change the scope of services based upon prices for each work item set forth above in this proposal. Total cost in writing:

Proposer's Signature: _____ Date _____

PART 3
SECTION 6
ADDENDA

The undersigned acknowledges the receipt of the following addenda to the specifications.

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTRACTOR SIGNATURE

PART 3
SECTION 8
SIGNATURE PAGE

The information herewith stated was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true, and accurate within the limitations of those records.

Name of Proposer

Signature

Address

City

Zip Code

Telephone

PART 3
SECTION 9
REFERENCES

SUBMIT SEPARATELY A LIST OF ALL CONTRACTS IN FORCE AS OF THIS DATE, INCLUDING CONTACT PERSON, AMOUNT OF THE CONTRACT AND TELEPHONE NUMBER.

1.

2.

3.

4.

5.

PART 3
SECTION 10
AGREEMENT

**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

This Agreement for SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS, PARKING LOTS AND THE PIER IN HERMOSA BEACH - Street Cleaning Services ("Agreement") is made on this ____ day of _____ 2010, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and _____ (Hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. CITY proposes to contract for Street Cleaning Services for all public owned properties as set forth below in this Agreement;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the required services.
- C. NOW, THEREFORE, the CITY and the CONTRACTOR mutually agree as follows:
 - 1. **SERVICES.** CONTRACTOR shall perform those services set forth in PART 5 – SPECIAL PROVISIONS which is attached hereto and incorporated herein by reference. CITY reserves the right to change the scope of services, including the items and frequency of work to be performed, at any time in its sole discretion during the term of this Agreement, and to modify the payment due CONTRACTOR accordingly, based on the prices set forth in CONTRACTOR'S proposal.
 - 2. **TIME OF PERFORMANCE.** The term of this Agreement shall be for the time period beginning November 1, 2010 and ending on June 30, 2013.
 - 3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed _____. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.
 - 4. **AGREEMENT ADMINISTRATION.**
 - 4.1. **CITY's Representative.** Unless otherwise designated in writing Mike Flaherty, Maintenance Supervisor, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 4.2. **Manager-in-Charge.** For the CONTRACTOR _____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

5. **TERMINATION.**

5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another CONTRACTOR.

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7. **INSURANCE REQUIREMENTS.**

7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the agreement, the following insurance policies:

7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty

(30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

- 7.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$1,000,000) combined single limit for each occurrence.
- 7.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 7.2.1 below.
 - 7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 - 7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
 - 7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 - 7.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - 7.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- 7.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- 7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- 7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of agreement under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent CONTRACTOR relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent CONTRACTOR status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent CONTRACTOR relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.

10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.
13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Richard Morgan, Director
Public Works Department

CONTRACTOR:

Attention: _____

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of ____, 2010.

CONTRACTOR

TITLE

CITY OF HERMOSA BEACH:

Peter Tucker, Mayor

ATTEST:

City Clerk

APPROVE AS TO FORM

Michael Jenkins

COMPENSATION INSURANCE CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 agreement.

COMPANY

SIGNATURE

TITLE

DATE

COMPENSATION INSURANCE CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 agreement.

Athens Services

COMPANY



SIGNATURE

Executive Officer

TITLE

May 24, 2011

DATE

PART 4
GENERAL PROVISIONS
SECTION 1
DEFINITION OF TERMS

4.1.1 DEFINITIONS

Change Order - Any modification of the Agreement made after the Formal Agreement is executed.

City - The City Council of Hermosa Beach or its designated representative.

CONTRACTOR - A person or organization identified as such in the Agreement and is referred to throughout the Agreement Document. The term CONTRACTOR means the CONTRACTOR or his/her authorized representative.

Daily - Refers to normal hours of work from Monday through Sunday with the exception of holidays.

Days - When used to designate a period of time, days shall be in reference to calendar days, unless otherwise specified.

Director of Public Works - That person designated by City Council as Director of Public Works or his/her designated representative.

Specifications - The written directions, provisions and requirements pertaining to the work and to the quantities and qualities of labor, equipment and materials furnished under this agreement.

Subcontractor - An individual, firm or corporation supplying labor or labor and materials for work under this agreement and whose contractual relationship is with the CONTRACTOR and not the City.

Supplemental Agreements - Written agreements covering exhibits, schedules, drawings, instructions, alterations, amendments or extensions of the Agreement.

Refuse - Shall mean all types of debris including dirt, rock, paper, and leaves.

Business District - Shall be deemed to mean that territory described as commercial, industrial or manufacturing districts in the zoning may be territory of the City of Hermosa Beach; and also all that territory abutting upon any public highway or street within said City, when fifty percent (50%) or more of the frontage thereon for a distance of three hundred (300) feet or more is now, or may hereafter be, occupied by buildings in use for business purposes.

Residence District - Shall include all that portion of said City not included within the business district as herein defined, including also such residences or dwelling structures as may exist in such district or any other area of the City of Hermosa Beach.

Shall - Shall be mandatory.

May - Shall be permissive.

Working Day - Shall mean Monday through Sunday.

Sign Route - Shall mean any street or alley posted with signs specifying a particular day for street sweeping.

Street - Shall mean any dedicated street in the City of Hermosa Beach.

Alley - Shall mean any dedicated alley in the City of Hermosa Beach.

Parking Lot - Shall mean any City-owned parking lot.

Median Island - Shall mean the raised portion of the street between opposing lanes of traffic.

Regular Sweeping - Shall mean sweeping of streets, alleys, parking lots, medians and other areas at pre-arranged scheduled intervals.

Walkway - Shall mean any City-owned walkway.

Extra work – Shall be defined in Section 5.1.5.

Barriers – Shall include warning signs, cones and other safety warning devices.

PART 3
SECTION 10
AGREEMENT

Arakelian

**SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS,
PARKING LOTS AND THE PIER IN HERMOSA BEACH**

This Agreement for SWEEPING/CLEANING OF STREETS, ALLEYS, WALKSTREETS, PARKING LOTS AND THE PIER IN HERMOSA BEACH - Street Cleaning Services ("Agreement") is made on this 12th day of October 2010, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and Arakelian Enterprises, Inc. (Hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. CITY proposes to contract for Street Cleaning Services for all public owned properties as set forth below in this Agreement;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the required services.
- C. NOW, THEREFORE, the CITY and the CONTRACTOR mutually agree as follows:
1. **SERVICES.** CONTRACTOR shall perform those services set forth in PART 5 – SPECIAL PROVISIONS which is attached hereto and incorporated herein by reference. CITY reserves the right to change the scope of services, including the items and frequency of work to be performed, at any time in its sole discretion during the term of this Agreement, and to modify the payment due CONTRACTOR accordingly, based on the prices set forth in CONTRACTOR'S proposal.
 2. **TIME OF PERFORMANCE.** The term of this Agreement shall be for the time period beginning November 1, 2010 and ending on June 30, 2013.
 3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed \$681,807.44. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.
 4. **AGREEMENT ADMINISTRATION.**
 - 4.1. **CITY's Representative.** Unless otherwise designated in writing, the Maintenance Supervisor shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 4.2. **Manager-in-Charge.** For the CONTRACTOR Gary Clifford, COO shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
 - 4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication

4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

5. **TERMINATION.**

5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another CONTRACTOR.

6. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7. **INSURANCE REQUIREMENTS.**

7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the agreement, the following insurance policies:

7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty

- 7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- 7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of agreement under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent CONTRACTOR relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent CONTRACTOR status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent CONTRACTOR relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.

10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.
13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Richard Morgan, Director
Public Works Department

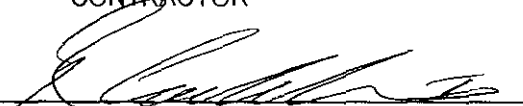
CONTRACTOR:
Arakelian Enterprises, Inc. DBA Athens Services
P.O. Box 60009
City of Industry, California 91716

Attention: Contract Administration

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 12th day of Oct, 2010.

CONTRACTOR



Ron Arakelian, III

Executive Officer

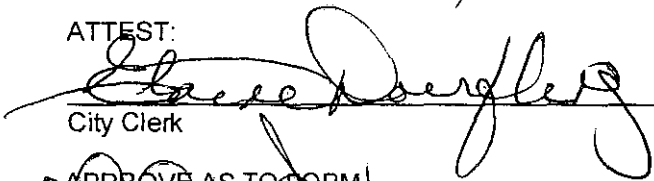
TITLE

CITY OF HERMOSA BEACH:



Peter Tucker, Mayor

ATTEST:



City Clerk

APPROVE AS TO FORM



Michael Jenkins

A

Your Return Mailing Address

REGISTRAR - RECORDER

COUNTY CLERK'S PUBLIC STAMP

05 2253150

Name: Arakelian Enterprises, Inc.

Address P.O. Box 60009

City: City of Industry State: CA Zip Code: 91716-0009

1

☐ First Filing☒ Renewal Filing

Check one only

FICTITIOUS BUSINESS NAME STATEMENT

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: (Attach additional pages if required)

2

Fictitious Business Name(s)

1. Athens Services

2. Athens Disposal Company

3. Community Disposal Company

Articles of Incorporation or Organization Number (if applicable)

AI #/ION A0540259

3

Street Address, City & State of Principal Place of Business in California (P.O. Box alone not acceptable)

14048 Valley Blvd., City of Industry, CA 91746

4

Full name of Registrant / Corporation / Limited Liability Company

Arakelian Enterprises, Inc.

(if corporation - incorporated in what state)

California

Residence Street Address (P.O. Box not accepted) City

14048 Valley Blvd., City of Industry,

State

CA

Zip Code

91746

4A

Full name of Registrant / Corporation / Limited Liability Company

(if corporation - incorporated in what state)

Residence Street Address (P.O. Box not accepted) City

State

Zip Code

4B

Full name of Registrant / Corporation / Limited Liability Company

(if corporation - incorporated in what state)

Residence Street Address (P.O. Box not accepted) City

State

Zip Code

5

This Business is
conducted by:
(check one only)☐ an individual☐ a general partnership☐ joint venture☐ a business trust☐ co-partners☐ husband and wife☒ a corporation☐ a limited partnership☐ an unincorporated association other than a partnership☐ a limited liability company☐ Other

6

☐ The registrant commenced to transact business under the fictitious business name or names listed on (Date): 11/12/97☐ Registrant has not yet begun to transact business under the fictitious business name or names listed herein.

7

I declare that all information in this statement is true and correct.
(A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

8

Signature of Registrant(s)

Signature

type/print name

Signature

type/print name

Signature

type/print name

Signature

type/print name

8A

If Registrant is a CORPORATION or LLC, sign below

Arakelian Enterprises, Inc.

Corporation Name / Limited Liability Company

Signature

Chief Financial Officer

Title

Kevin P. Hanifin

Type or Print Name

This statement was filed with the County Clerk of

LOS ANGELES

County on date indicated by file stamp above.

NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE YEARS FROM DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO THAT DATE. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (See Section 14411 et seq., Business and Professions Code)

REGISTRAR - RECORDER/COUNTY CLERK
BUSINESS FILING AND REGISTRATION
P.O. BOX 53592, LOS ANGELES, CA 90053-0592
PH: (562) 462-2177

FILING FEE: \$23.00 for 1 FBN and 2 registrants
plus \$4.00 for each additional FBN/registrant
RENEWAL FILING FEE: \$18.00
REFER TO THE BACK OF FORM FOR INSTRUCTIONS

FORM # 76F2860-F029 (Rev. 5/04)

C. L. ex l. h. f. "A"

05 2253150

PART 4

SECTION 2

AWARD AND EXECUTION OF AGREEMENT

4.2.1 AGREEMENT DOCUMENT

Documents, which shall be signed and provided to the City by the awardee, are:

- A. Agreement
- B. Certificate of Insurance - Commercial General Liability
- C. Certificate of Insurance - Business Auto Liability (Code 1)
- D. Certificate of Insurance - Worker's Compensation

4.2.2 INTENT, INTERPRETATION AND PRECEDENCE OF AGREEMENT DOCUMENTS

The Agreement is intended to describe and provide for complete work. Each agreement document is intended to be cooperative and a requirement included in one is as binding as though included in all.

On questions relating to the acceptability of material, machinery, equipment, classification of materials or work, the proper execution of progress, the sequence of work, quantities, interpretation of the specifications or drawings; the decision of the Director of Public Works shall be final, binding and shall be a condition precedent to any payment under the agreement, unless otherwise ordered by the City.

In the event of a conflict between one agreement document and any of the other agreement documents, the document highest in precedence shall control and supersede the document, which is contrary to it. The order of precedence of the agreement documents is as follows:

- First: Supplemental Agreements the last being the first in precedence
- Second: Agreement
- Third: Specifications
- Fourth: Plans, Schedules or Exhibits
- Fifth: Contractor's Proposal

4.2.3 INSURANCE

The CONTRACTOR shall purchase and maintain insurance as set forth below and shall not commence work under this agreement until he/she has obtained all insurance required under this heading. CONTRACTOR shall pay, at his/her own expense, all premiums upon said policies and shall maintain the same in full force and effect during the life of the agreement. The procuring of such policies of insurance shall not be construed as a limitation of CONTRACTOR's liability or as a full performance on CONTRACTOR's part of the indemnification provisions of the agreement. CONTRACTOR's liability shall be not withstanding such policies of insurance, for the full and total amount of any damage, injury or loss caused by or related to CONTRACTOR's operations under the agreement. Said insurance coverage obtained by the CONTRACTOR excepting Worker's Compensation Insurance, shall name the City as an additional insured. Neither the City, agent of nor appointee of the City shall be personally responsible for any liability arising under the agreement.

A. Commercial General Liability Insurance

Concurrently with the execution of any agreement incorporating these specifications, CONTRACTOR shall procure a policy of Public Liability Insurance from a company authorized to do business in the State of California, which policy shall insure the City, its

officers, agents or employees against any and all liability for death, injury, loss or damage arising out of or in any manner related to CONTRACTOR's operations under any agreement that may be let pursuant to these specifications. Such policy of insurance shall be in the amount of not less than One Million Dollars (\$1,000,000) for any one claim. Said insurance coverage shall provide that CONTRACTOR and his/her insurers are primarily responsible for any claim which arises from CONTRACTOR's performance of this agreement and that neither City nor any of its insurers shall be required to contribute to any such claim.

B. Business Auto Liability Insurance

The CONTRACTOR shall carry and maintain insurance coverage for property damage resulting from the CONTRACTOR's operations, in the sum of not less than One Million Dollars (\$1,000,000) resulting from any one occurrence, which may arise from the operation of the CONTRACTOR in the performance of the work that is provided herein. Said insurance coverage shall provide that CONTRACTOR and his/her insurers are primarily responsible for any claim which arises from CONTRACTOR's performance of this agreement and that neither City nor any of its insurers shall be required to contribute to any such claim.

C. Worker's Compensation Insurance

The CONTRACTOR shall provide such compensation insurance as required by the Labor Code of the State of California. The CONTRACTOR at all times shall keep fully insured at his/her own expense, all persons employed by him in connection with the agreement as required by the "Worker's Compensation Insurance and Safety Act" of the State of California. The CONTRACTOR shall during the life of the agreement, keep on file with the City Clerk evidence that the CONTRACTOR is fully and properly insured as required by said Act, which evidence shall be approved by the Hermosa Beach City Attorney as to form and sufficiency.

D. Location of Policies

CONTRACTOR shall concurrently with the execution of the agreement, deliver said policy of insurance, or a certified Photostat copy thereof, to the City Attorney for approval by him as to form and sufficiency, and the agreement shall not be effective, for any purpose, until such insurance policy is so delivered and so approved. When such policy has been approved, it shall be filed in the office of the City Clerk of the City.

E. Insurance Certificate

In lieu of filing said insurance policy with the City, the same will be returned to CONTRACTOR after approval as to sufficiency and as to form as above provided, if the CONTRACTOR shall file with the City a CONTRACTOR's Insurance Certificate, executed by the insurance carrier, certifying that the aforesaid insurance is in full force and effect and that all operations of the insured under the agreement entered into pursuant to these specifications are covered thereby, and that the policy will not be canceled without giving the City thirty (30) days prior written notice.

F. Non-Liability of City Officials

No member of the City Council or Director of Public Works, or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the agreement, or nonperformance negligently or intentionally of any portion of the services contracted.

G. Defaults

The breach of any of the terms and conditions of the agreement on the part of the CONTRACTOR shall be grounds for the forfeiture of the agreement at the option of the City.

The City upon such termination shall be at liberty to re-let the work to other parties or to perform said work without agreement.

- (1) If for any reason whatsoever street sweeping and disposal services of the CONTRACTOR are interrupted and scheduled street sweeping services are discontinued for more than forty-eight (48) hours, the City shall have the right to discontinue payment until such services are resumed.
- (2) No work shall be done by the CONTRACTOR during any period when he/she is not covered by insurance as required in paragraphs (A) and (B) above. In such event, at the option of the City, the City may declare forfeiture as provided herein.
- (3) All terms and conditions of the agreement are considered material and in the event the CONTRACTOR defaults in the performance of any of the covenants or agreements to be kept, done, or performed by it under the terms of said agreement, the City may give said CONTRACTOR ten (10) days thereafter to make good or perform the default, then the City without further notice and without suit or other proceeding, may cancel and annul the rights and privileges granted in said agreement. The Director of Finance may withhold payment to the CONTRACTOR in the event of default until such time as service in accordance with these specifications is resumed.
- (4) In the event of termination of the agreement for breach or default by the CONTRACTOR as hereinabove specified, the City shall have the right forthwith to take possession of all sweepers and other equipment of the CONTRACTOR for the purpose of sweeping streets and disposing of the refuse which the CONTRACTOR agreed to do. The City shall have the right to retain possession of said sweepers and equipment until other suitable sweepers and equipment can be purchased or otherwise acquired by the City for said purpose and shall pay the CONTRACTOR the reasonable rental value of such sweepers and equipment during the time the same are used by the City for said purpose.
- (5) Failure to comply with the terms of these specifications relative to the sweeping of streets and alleys on the part of the CONTRACTOR by reason of major disaster, epidemic, or other extreme emergency within the City or by reason of the enforcement of Federal, State, or local laws not now in effect and inconsistent or in conflict with the purpose and terms of this agreement, within the City, shall not constitute a breach of the agreement.

H. Lawsuits

The CONTRACTOR shall pay any judgment which may be obtained against the City, either alone or jointly with the CONTRACTOR, for injury or damage to persons or property by reason of the performance or non-performance of the terms of the agreement or in connection with the infringement of any patents provided that if the City alone be sued for such injury or damage immediate notice in writing shall be given to the CONTRACTOR and he/she shall appear and defend such action and shall be liable for all costs of such litigation incurred by the City.

I. Delivery of Notice

Whenever under the terms hereof, a written notice is required, it shall be sufficient to deliver personally, or mail such notice addressed to the City to: The City Manager, with a copy to the Director of Public Works at his/her office in the City Hall, City of Hermosa Beach, California, those addressed to the CONTRACTOR to him at his/her local office as designated in writing by the CONTRACTOR.

J. Time is of the Essence

Time is of the essence as to all provisions of these specifications and in any agreement based in whole or in part upon them.

K. Transfer of Stock or Interest

Any sale, gift, or transfer of stock or change of partners or assignment of any interest on the part of the proposer during the term of the agreement is subject to the approval of the City Council of said action. Violation of this requirement is a breach of the agreement.

L. Bankruptcy

If the CONTRACTOR shall at any time during the terms of this agreement become insolvent, or if proceedings in bankruptcy shall be instituted by or against the CONTRACTOR, or if the CONTRACTOR shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of the CONTRACTOR shall be appointed in any suit or proceeding brought by or against the CONTRACTOR, or if creditors, then and in each and every such case, this shall immediately cease, determine, and be forfeited and canceled without notice and without suit or other proceeding.

M. Cancellation of Agreement

The City Council reserves the right to cancel this agreement at any time during its term, and shall notify the CONTRACTOR, in writing, 30 days prior to cancellation.

4.2.4 FINAL DECISION

The CONTRACTOR shall at all times comply immediately with any and all demands made by the Director of Public Works. In the event of controversy between the Director of Public Works and the CONTRACTOR, the CONTRACTOR agrees to abide by the decision of the City Manager whose decision shall be final as to all matters in dispute.

4.2.5 CONTROL OF WORK

Within the scope of the agreement, the Director of Public Works has the authority to enforce compliance with the schedule and specifications. The CONTRACTOR shall promptly comply with instructions from the Director of Public Works.

On all questions relating to quantities, the acceptability of material, equipment, or work, the execution, progress or sequence of work and the interpretation of specifications, the decision of the Public Works Department is final, binding and shall be precedent to any payment under the agreement, unless otherwise ordered by the City Council.

All work and materials are subject to inspection and approval of the Public Works Department. The CONTRACTOR shall provide every reasonable facility for ascertaining that the workmanship is in accordance with these specifications. Inspection of the work shall not relieve the CONTRACTOR of the obligation to fulfill all conditions of the agreement.

4.2.6 PERSONNEL

No employee of the CONTRACTOR shall continue to be so employed on any work under these specifications that is found to be intemperate and troublesome, disorderly, inefficient, or otherwise objectionable as determined by the Director of Public Works. Employees operating vehicles shall possess a valid California Drivers License and be eighteen (18) years of age or older.

4.2.7 PERMITS AND LICENSES

The CONTRACTOR shall obtain all permits and licenses required by the City (including City Business License), County and State.

PART 4

SECTION 3

LEGAL REQUIREMENTS AND RESPONSIBILITIES

4.3.1 LAWS TO BE OBSERVED

The CONTRACTOR shall keep himself fully informed of all existing and future State and/or Federal laws, all municipal ordinances and/or regulations of the City and of all such orders and/or decrees of bodies or tribunals having jurisdiction or authority over the work. CONTRACTOR shall comply with all such laws, ordinances and orders, which in any manner affect those, engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work.

4.3.2 SAFETY AND ACCIDENT PREVENTION

In accordance with generally accepted safety practice, the CONTRACTOR will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

4.3.3 HOURS OF LABOR

Eight hours constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each worker employed in the execution of the agreement by the CONTRACTOR or any subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and in particular Sections 1810 and 1815 thereof, inclusive. Except, work performed by employees of CONTRACTOR in excess of eight hours per day and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 of the Labor Code.

4.3.4 LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons under this agreement because of the race, religious creed, color, ancestry or national origin, physical handicap, medical condition, marital status, or sex of such person.

4.3.5 PERMITS AND LICENSES

The CONTRACTOR shall procure all required permits and licenses, (i.e., City Business License and pay all charges or fees). The CONTRACTOR is required to possess all valid licenses as required.

4.3.6 PUBLIC CONVENIENCE AND SAFETY

The CONTRACTOR shall provide all notices necessary or incidental to the due and lawful prosecution of the work. The CONTRACTOR shall also conduct his/her operations as to cause the least possible obstruction and inconvenience to vehicle and pedestrian traffic at the highest level of safety.

4.3.7 PATENTS

The CONTRACTOR shall assume all responsibilities arising from the use of patented material, equipment, devices, or processes used on or incorporated in the work.

4.3.8 RESPONSIBILITY FOR DAMAGE

The City, its officers, employees, agents, the City Council and the Director of Public Works shall not be responsible or accountable in any manner for any loss or damage that may happen due to the work or any part of the work thereof. This loss or damage includes any material or equipment used in performing the work, any injury to a person or persons (either workmen or the public) and any damage to adjoining or other property from whatever cause.

The CONTRACTOR shall defend, indemnify and save harmless the City, its officers, employees, agents, the City Council, and the Director of Public Works from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the performance of the work or in consequence thereof. The City may retain such money due the CONTRACTOR, as it shall consider necessary until disposition has been made of such suit or claim for damages as aforesaid.

4.3.9 RECOVERY OF ATTORNEY'S FEES

Should action be instituted to enforce any of the terms and provisions of the agreement, the prevailing party in such action shall be entitled to recover such reasonable attorney fees as may be affixed by the Court.

PART 4
SECTION 4
PROSECUTION AND PROGRESS OF THE WORK

4.4.1 SUBLETTING AND ASSIGNMENT

The CONTRACTOR shall give his/her personal attention to the fulfillment of the agreement and shall keep the work under his/her control. The CONTRACTOR shall not assign or otherwise dispose of this agreement or its right; title or interest therein to any person without prior written consent by the City. Subcontractors will not be recognized as such without prior written consent of the City. All persons engaged in the work will be considered as employees of the CONTRACTOR without this written consent and their work will be subject to the provisions of this agreement and its specifications.

4.4.2 TERMS OF AGREEMENT

This agreement is anticipated to begin on November 1, 2010. This agreement shall automatically be extended at the end of this agreement on a month-by-month basis on the same terms and conditions until the canceling party gives the other party thirty (30) days advanced written notice of its desire to terminate the Agreement. In any event, this Agreement will expire on June 30, 2013 at midnight. The agreement may be renegotiated at that time for up to (3) three additional years. That renegotiated agreement will be based upon the satisfactory evaluation of the CONTRACTOR's performance and the agreement of both parties.

4.4.3 PROGRESS OF THE WORK AND TIME FOR COMPLETION

The CONTRACTOR shall begin work no later than the date set within the notice to proceed and shall diligently prosecute the agreement from said date to the expiration of the agreement.

4.4.4 SUSPENSION OF AGREEMENT

If at any time in the opinion of the City, the CONTRACTOR has failed to supply adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the agreement, notice thereof in writing will be served upon him/her. Should he/she neglect or refuse to provide means for a satisfactory compliance with the agreement, as directed by the Director of Public Works, within the time specified in such notice, the City Council in such case shall have the power to terminate the agreement.

4.4.5 CITY OBSERVED HOLIDAYS /WORK RESPONSIBILITIES

<u>Holiday</u>	<u>Month Observed</u>
Independence Day	July
Labor Day	September
Veteran's Day	November
Thanksgiving Day	November
Christmas Day	December
New Year's Day	January
Martin Luther King Day	January
President's Day	February
Memorial Day	May

The CONTRACTOR shall provide a modified level of service on all holidays. **A modified level of service is defined as power sweeping The Strand, picking up and removing all trash cans on the Strand, from Herondo to 35th, plus those at 2nd St. and 22nd St. at Hermosa Ave, and all regular maintenance of the Pier and Downtown areas.**

PART 4
SECTION 5
METHOD OF PAYMENT

4.5.1 PAYMENT

Based on written evidence submitted by the CONTRACTOR or on other satisfactory evidence to the City, The Director of Public Works shall recommend to the City Council monthly payment for services rendered. The amount of the monthly payment will be based on the amounts shown within the proposal to the City Council. No payment will be made until the CONTRACTOR has submitted a monthly statement requesting payment and submitted other reports as required.

4.5.2 SUSPENSION OF PAYMENT

If after written notice to the CONTRACTOR of any deficiencies in his/her work, or of failure to comply with the agreement provisions, or failure to comply with the schedule, the Director of Public Works shall recommend that all or a portion of payments due or to become due under the agreement shall be suspended until the CONTRACTOR corrects any such deficiency. The City may suspend said payment until such deficiencies are corrected.

4.5.3 RETENTION

No retention shall be withheld. Payment or partial payment shall be withheld when there is an error or discrepancy in the invoice until said error or discrepancy is corrected.

4.5.4 PAYROLL RECORDS

Payroll records are not normally required to be submitted. The CONTRACTOR shall provide payroll records only if required.

4.5.5 FORMAT OF INVOICE

The monthly statement (invoice) submitted by the CONTRACTOR shall include the following minimum information:

- A. City Purchase Order Number and Issue Date
- B. The CONTRACTOR's Mailing Address
- C. The Monthly Cost
- D. CONTRACTOR shall submit the original and one duplicate invoice

4.5.6 TIME SHEETS

CONTRACTOR shall keep records of time that his/her personnel spend on the agreement. When requested, the CONTRACTOR shall furnish the City those records of man-hours by task and location. This request for additional information should only occur on an infrequent basis. An example is when there is an opportunity for State or Federal reimbursement to the City as a result of storm damage or some other type of emergency.

PART 5

SPECIAL PROVISIONS

SECTION 1

SCOPE OF WORK

5.1.1 GENERAL

The CONTRACTOR shall provide at his/her own risk and cost all labor, materials, tools, equipment, transportation, hauling, dumping and other items needed to do the work as described herein.

5.1.2 SCOPE OF WORK

The CONTRACTOR shall perform all work necessary to complete the agreement in a manner satisfactory to the Public Works Director or his/her designee. The work to be done under these specifications shall include the furnishing of all labor, material, equipment, tools, and any other incidental expense necessary to perform the following services for the City of Hermosa Beach:

- A. The Contractor shall be responsible for sweeping and cleaning the City's public right-of-way including all streets, walk streets, public parking lots, the Strand and the Pier. Sweeping and cleaning costs for the City's downtown area (defined below) have a different fund source from the rest of the City and therefore must be broken out on the cost proposal and billed separately on monthly billing. The same applies to the City Pier.
- B. This agreement shall be in effect until June 30, 2013 with the ability to extend the agreement an additional three (3) years with approval from the City.
- C. Additional sweeping for which the CONTRACTOR is entitled to additional compensation as extra work based upon the Hourly Cost Schedule (Part 3, Section 5 herein) may be required as follows:
 - (1) Emergency sweeping. CONTRACTOR shall provide direct and prompt attention to requests from the City for emergency service response to be within one hour.
 - (2) Special Events. CONTRACTOR shall provide street sweeping for special events such as parades, street fairs, etc.) after receiving appropriate notice from the City. Hourly is statement to be provided.
 - (3) Sweeping prior to sealing or resurfacing of street. CONTRACTOR shall provide sweeping of streets in preparation for the application of seal coat or resurfacing after receiving appropriate notification of schedule from City. Entire width of the street from curb to curb shall be swept thoroughly to the satisfaction of the Director of Public Works or his/her agent. Such sweeping may be required at night or early in the morning.
- D. CONTRACTOR to be responsible for sufficient water for the street sweeping equipment necessary to comply with these specifications. CONTRACTOR is to contact California Water Service Company and obtain a water meter. The CONTRACTOR shall endeavor to not waste water and shall conserve wherever and whenever possible in his/her operations.
- E. The discharge of non-stormwater into storm drain inlets, catch basins, or into the curb-and-gutter leading to the storm drain system is strictly prohibited by Chapter 8.44 Stormwater and Urban Runoff Pollution Control Regulations and under the Federal Clean Water Act.

- F. Daily statement. CONTRACTOR shall submit a daily statement reporting total loads of debris and refuse hauled to dumpsite. CONTRACTOR shall also submit a daily statement reporting sweeper miles.

5.1.3 The following areas outside the downtown area shall be swept one day per week excluding holidays.

- A. All streets and alleys within the City whether curbed or uncurbed, including medians. An estimated 5 alleys are only 8 feet wide and will have to be swept with a small sweeper or by hand as shown below. (Proposal Item 7)

(1) Narrow Alleys

31st Place from, Palm Drive to Valley Drive
32nd Place from Palm Drive to Valley Drive
34th Place from Palm Drive to Highland Avenue
35th Place from Palm Drive to Manhattan Avenue
Alley from 22nd to 21st Street between Hermosa Avenue & Beach Drive

•

(2) Walk Streets/Misc. Areas

All Walk Streets may be swept with a small sweeper or by hand. Walk Streets between Hermosa Avenue and the Strand at: Herondo, Lyndon, 1st, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 16th, 17th, 18th, 19th, 20th, 21st, 23rd, 24th, 25th, 26th and 35th Street from Hermosa Avenue to The Strand, including stairs.

30th Place from Hermosa Avenue to The Strand hand clean - stairs, alcove and bench.

Longfellow from Hermosa Avenue to Strand hand clean - large speed bumps.

30th Street from Morningside west to Manhattan Avenue

31st Street from Morningside west to Manhattan Avenue

33rd Street from Palm Drive to Hermosa Avenue hand clean – stairs.

34th Street from Hermosa Avenue to the Strand hand clean - multiple planters.

(3) Planter Boxes at the Strand

Hand clean around the planters at 2nd, 13th, 14th, 15th, and 22nd streets where they intersect the Strand

(4) Parking Lots

The following parking lots are located and described with approx. area/notations. Clean around all buildings, exterior only.

a. Greenbelt Parking Areas

Valley Drive 8th Street to 11th Street
East side - 690 ft. x 30 ft.
West side - 160 ft. x 32 ft., include trash enclosure

- b. Valley Park Parking Areas
 Gould Ave. Morningside Drive to Valley Drive
 South side - 350 ft. x 20 ft. posted Monday 8:00 a.m. - 12:00 p.m.
- c. 11th Street, 500 block, "Clark Stadium"
 1st lot 124 ft. x 83 ft.
 Restroom area 150 ft. x 30 ft.
 Snack bar area 234 ft. x 30 ft.
 "Old" basketball area 360 ft. x 30 ft.
 South/West corner 132 ft. x 22 ft.
- d. 4th Street; between PCH and Ocean View
 Area: 85 ft. x 20 ft. including meters/bumper stops
- e. 3rd Street; 700 block, south to 2nd Street
 Area: 300 ft. x 40 ft. posted Wednesday
- f. 14th Street at Palm Drive
 Upper 77 ft. x 60 ft. meters/bumper stops
 Lower 77 ft. x 30 ft. meter/bumps stops trash area
- g. City Hall parking lots
 West side 145 ft. x 55 ft. planters, east/west/trash area
 East side 220 ft. x 72 ft.
 South side 163 ft. x 62 ft. mini-storage
 11th Place 59 ft. x 32 ft.
- h. Community Center
 Southside 131 ft. x 133 ft. bumper stops/ramp bumper stops
 South Court area 140 ft. x 61 ft.
 West Court area 125 ft. x 14 ft.
 North Court assisted 125 ft. x 11 ft.
 North side 115 ft. x 6 ft.
 West side 125 ft. x 5 ft.
 Ramp to theater 118 ft. x 23 ft.
 West side of South Ct. 240 ft. x 13 ft.
- i. Kiwanis, Rotary - Valley Drive 2600 block
 South side 110 ft. x 40 ft.
 West side 137 ft. x 60 ft.
 North side 106 ft. x 43 ft.
 Between buildings 67 ft. x 17 ft.
 East side 156 ft. x 17 ft. limited access

(5) **Note - Cleaning includes removal of all weeds in pavement cracks in all streets, walk streets, and parking lots, use of a "weed whacker" is acceptable.**

B. The Strand – to be swept 7 (seven) days per week including holidays. (Proposal Item 2)

All of the Strand shall be swept from Herondo to 35th Street. Special attention/handwork must be given to:

- All Strand openings
- Light poles and aggregate trash container areas
- Jarvis Memorial, between 14th & 15th Street

Note: No Strand work shall commence before 7:00 AM

5.1.4 DOWNTOWN AREA includes the following areas to be power swept 5 (five) days per week (Saturday, Sunday, Monday, Tuesday, Friday). (Proposal Item 1)

A. Streets

1. Hermosa Ave. between 8th St. and 15th St.
2. Pier Ave. between Hermosa Ave. and Pacific Coast Highway
3. Beach Drive between 10th St. and 14th St.
4. 11th Court between Beach Drive and Hermosa Ave.
5. 11th Street (Walk Street) between Beach Drive and Hermosa Ave.
6. 12th Court between Beach Drive and Hermosa Ave.
7. 13th Court between Beach Drive and Hermosa Ave.
8. 13th Street (Walk Street) between Beach Drive and Hermosa Ave.
9. 14th Court between Beach Drive and Hermosa Ave.
10. 14th Street (Walk Street) between Beach Drive and Hermosa Ave.
11. 15th Court between Beach Drive and Hermosa Ave.
12. The Strand between 10th St. and 15th St.

B. Other

1. The Hermosa Beach Pier – 1,200 feet in length and the Pier Head west of the Strand
2. The Pier Plaza between Hermosa Avenue and the Strand
3. Parking Lot A
4. Parking Lot B
5. Parking Lot D

5.1.4a PARKING STRUCTURE CLEANING DUTIES (see bid item #10)

1. Power sweeping, twice per week Monday and Friday.
2. Trash pick up, twice per week Monday and Friday.
3. Trash can emptying, twice per week Monday and Friday.
4. Elevator cleaning, daily including wet mopping as needed to sanitize.
5. Stairwell cleaning, twice per week Monday and Friday including wet mopping as needed to sanitize.

5.1.5 LEVEL OF CLEANING

The CONTRACTOR must employ sufficient personnel to perform all work as scheduled and approved by the City. All work shall be performed in accordance with this agreement so as to maintain a pleasing aesthetic appearance of the City.

The City and the CONTRACTOR will meet weekly at mutually agreed times. Inspection of the area included in the agreement will be made by the City and CONTRACTOR weekly. The results of each inspection will be recorded, forwarded to the CONTRACTOR and retained for reference.

REPORTS

- A. Deficiency Report. The CONTRACTOR is required to correct any deficiencies found by inspection and listed in a deficiency report. Said deficiencies shall be corrected within the time specified by the City (seven (7) calendar days). If work listed in the Deficiency Report is not completed, payment covering subject deficiency shall be withheld until said deficiency is corrected.
- B. Weekly Request. The CONTRACTOR's representative shall contact the City on a weekly basis for notification of deficiencies requiring correction or for changes of any type.
- C. Pavement & Sidewalk Condition. The CONTRACTOR shall report any observed bad order conditions of street pavement or sidewalk.

5.1.6 EXTRA WORK

Extra work is that work not included under the various proposal items or the result of the CONTRACTOR's negligence. Extra work shall include but not be limited to: street sweeping, hand

sweeping and trash and litter pick-up. The City will pay for all extra work at the approved hourly rate. The CONTRACTOR shall be responsible for any losses or damage due to his negligence as determined by the Agreement Administrator.

The CONTRACTOR shall obtain written approval from the Agreement Administrator prior to proceeding with any extra work except for emergency clean-up. CONTRACTOR shall submit a written proposal to the City when extra work is required or requested by the City. The City reserves the right to have any extra work completed by other CONTRACTORS or City forces. All work performed under this section shall not interfere with, or reduce, normal maintenance schedules or activities. Separate crews shall be utilized for extra work.

5.1.7 WORKING TIME LIMITS

Residential districts shall be swept between the hours of 8:00 AM and 4:00 PM in accordance with the schedule provided by the Public Works Superintendent with the following exception: Sweeping of The Strand shall start at 7:00 AM and end no later than 8:00 AM.

5.1.8 DAMAGES

The CONTRACTOR shall report without delay any damage to City equipment, City property or private property. The CONTRACTOR shall be liable for damages caused by his/her actions. Any repairs and associated cost resulting from CONTRACTOR caused damage shall be the responsibility of the CONTRACTOR.

5.1.9 DISPOSAL OF SWEEPINGS AND/OR DEBRIS

The CONTRACTOR shall dispose of all sweepings accumulated as a result of cleaning operations and shall not allow any sweepings to remain on the public street or other public property for more than one hour after it is accumulated.

ALL DEBRIS AND SWEEPINGS SHALL BE DELIVERED TO THE CITY YARD TRASH CONTAINERS.

Spillage resulting from hauling on or across the public roadways shall be immediately removed at CONTRACTOR's expense.

When entering or leaving roadways carrying public traffic, the CONTRACTOR's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Freshly wind blown sand shall be returned to the beach. Dirty sand shall be disposed of at the city yard. The CONTRACTOR shall not dispose of dirty sand on the beach.

Debris is defined as bottles, cans, paper, trash, sand, litter and all foreign matter, etc.

5.1.10 MONTHLY CLEANING SCHEDULE

The CONTRACTOR is required to furnish a monthly cleaning schedule to include planned activities for all persons performing any function of the agreement. The monthly schedule shall be submitted to the City.

The schedule shall show manpower, equipment and time during the day that the work is planned. The City will provide a form for the CONTRACTOR to use.

5.1.11 SIGNS

Street sweeping signs have been installed throughout the City. The CONTRACTOR shall schedule his/her work to be performed within the posted hours.

5.1.12 SWEEPING ROUTES

City shall provide CONTRACTOR with schedule and map delineating those districts within the City marked for sweeping Monday through Friday inclusive. The sweeping schedule shall be maintained unless a change therein is first approved in writing by the Director of Public Works and notice thereof given as hereinafter provided.

5.1.13 FAILURE TO SWEEP

Should the CONTRACTOR fail to sweep, the City will deduct from the CONTRACTOR's next monthly payment a sum of money equal to the number of hours not swept divided by the number of hours to be swept during the month times the monthly payment.

5.1.14 OFFICE FOR INQUIRIES AND COMPLAINTS

The CONTRACTOR shall maintain an office at some fixed place and shall maintain telephone therein, listed in the telephone directory in his/her own name or in the file name by which he/she is commonly known, and shall at all times during the hours between 8:00 AM and 5:00 PM of each working day have a full-time employee at said office for the answering of inquiries and for receiving complaints from the Director of Public Works. The telephone number of a designated employee available between 5:00 PM and 8:00 AM for emergency calls and complaints shall be furnished the Director of Public Works. The CONTRACTOR shall maintain a written log of all complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such a log of complaints shall be open to the inspection of the Director of Public Works.

The CONTRACTOR shall make every reasonable effort to respond to complaints on the same day they are received and shall report to the Director of Public Works within twenty-four (24) hours as to the action taken concerning each complaint.

5.1.15 PUBLIC RELATIONS

- A. CONTRACTOR is required to have radio-equipped street sweepers and a supervisor available by telephone on a 24-hour basis who is assigned to provide direction and prompt attention to requests from the City for emergency service. Response shall be within one hour after request is received.
- B. CONTRACTOR shall, in person or through his/her agent, investigate any complaint, which may concern, or be involved in, the performance of the agreement. CONTRACTOR shall report to the Director of Public Works, or the designee, the following working day as to the action taken with reference to the complaint and, when necessary, complete the Service Request, which will remain on file at City Hall. Complaints received before noon shall be answered the same day; complaints received after noon shall be answered the following day.

5.1.16 BARRIERS

The CONTRACTOR shall provide all labor, materials and equipment to install barriers advising the public of hazards due to cleaning. Upon completion of the work, the CONTRACTOR shall promptly remove all signs and warning devices.

When performing work under this agreement, should the CONTRACTOR appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard. The necessary warning and protective ensures shall be furnished and installed by the CONTRACTOR, at the CONTRACTOR's expense.

5.1.17 POSSIBLE AREA CLOSURE

In the event any of the work area is unusable for any reason, including acts of nature or vandalism, the Director of Public Works may declare a closure of any portion of the work area. The CONTRACTOR shall not be entitled to compensation for any portion of the work area closed by the Director of Public Works.

5.1.18 DUMPSTER ENCLOSURE CLEANING IN LOTS A, B, AND D

The CONTRACTOR will pressure wash the trash enclosures twice weekly. The CONTRACTOR will prevent all water and debris from flowing into any catch basin or drain while cleaning the trash enclosures. The CONTRACTOR will provide proper signs and traffic control for vehicles and pedestrians as needed while pressure washing. Dumpsters are picked up in the early morning. Cleaning should be scheduled appropriately.

5.1.19 STRAND TRASH PICK-UP ON HOLIDAYS

The CONTRACTOR shall pick-up all trash containers on The Strand on all holidays. This area is from Herondo to 10th Street and from 15th Street to 35th Street. This includes removal, relining as needed, and disposal. This work shall be completed prior to 9:00 AM of each holiday listed in Section 4.4.5.

5.1.20 UPPER PIER AVENUE CLEANING

The CONTRACTOR shall provide power sweeping, trash pick-up and hand cleaning to the Upper Pier Avenue section 5 (five) days per week. (Proposal Item 8) This area is located from Pacific Coast Highway west to Manhattan Avenue. A separate line item is included in the Proposal Sheet. This includes holidays.

5.1.21 SCOPE OF WORK FOR CITY PIER to be done 5 (five) days per week. (Proposal Item 3)

The CONTRACTOR shall provide a 2-man crew with pick-up truck and all equipment necessary to provide the following services on a daily basis between the hours of 4:00 am and 6:00 pm.

- Litter Pick-Up CONTRACTOR will pick up any paper, glass, plastic and any other debris not safe to the environment. This will be done on a daily basis.
- Trash Receptacles CONTRACTOR will empty all trash cans and replace all plastic liners. This shall be done on a daily basis.
- Fish Cleaning Stations CONTRACTOR will scrub and wash the bowl, top surface, and all sides of each fish cleaning station. This will be done on a daily basis.
- Pier Railing CONTRACTOR will clean the pier handrails on a daily basis.
- Pressure Washing CONTRACTOR will pressure wash the pier deck, fish cleaning stations and railing. Care will be taken not to damage the wood railings. This will be done on a daily basis.
- Graffiti CONTRACTOR will remove any graffiti, including paint, markers and stickers, from the pier deck, deck lights, handrails, fish cleaning stations, trash containers and benches. This will be done on a daily basis.
- Wood Benches CONTRACTOR will remove any foreign materials and clean the benches with care not to damage the wood. This will be done on a daily basis.
- Security The contractor will open and secure the pier gates each morning prior to 6:00 am.

5.1.22 PORTER SERVICE

The CONTRACTOR will provide porter service for cleaning the Downtown Area which includes the morning hours from 6:00 am to 9:00 am and the afternoon hours from 2:00 pm to 6:00 pm as described below:

- A. Morning Porter Service shall consist of a 2-man crew with a pick-up truck working 7 days per week including holidays (Proposal Item No. 4). This crew will primarily be cleaning the Pier Plaza but may also be directed to clean other areas in the Downtown Area. Note that the morning Porter Service may be the same personnel that provide the daily pier cleaning services.
- B. Afternoon Porter Service (Proposal Item No. 5) shall consist of a 2-man crew with a pick-up truck in the months of April through Octobers on Saturdays, Sundays and holidays and 1-man crew with a pick-up truck during the months of November through March, also on Saturdays, Sundays and holidays.

5.1.23 PARKING LOT CLEANING

Prior to sweeping, parking lots will be inspected for areas of heavy oil deposits or excessive oil buildup, and where present will be treated with absorbent material to absorb excess oil. Absorbent will be swept up and disposed in designated container for oily waste at the City yard. This section applied to all parking lots.

5.1.24 COMMERCIAL SIDEWALK CLEANING (BID ITEM 9)

The CONTRACTOR shall provide thorough cleaning services for the commercial sidewalk segments listed below to be done every three (3) months. Specific attention is to be paid to removing all gum, stains and weeds. The equipment and method used for this work must provide full water recovery (water cannot enter the street, gutter or storm drain without recovery) and not damage the sidewalk.

Hermosa Ave.:	✓ 8 th Street to 15 th Street
Pier Ave.:	✓ Hermosa Ave. to Pacific Coast Highway
Pacific Coast Hwy.:	✓ Southern Boundary to Northern Boundary
Aviation Blvd.:	✓ Pacific Coast Highway to Harper Ave.

PART 5

SECTION 2

PERSONNEL AND SUPERVISION

5.2.1 PERSONNEL REQUIREMENTS

The CONTRACTOR shall use and furnish all labor necessary for the satisfactory performance for the work set forth in this agreement.

5.2.2 CONTRACTOR'S EMPLOYEE PERFORMANCE

The CONTRACTOR agrees to require his/her employees to present a neat appearance at all times while engaged in the performance of their duties. The employees shall also maintain good bearing and deportment toward the public. Should for any reason an employee be unsatisfactory in the opinion of the City, the CONTRACTOR, when notified in writing, shall cause that employee to be removed from the job and replaced by a satisfactory employee.

5.2.3 CONTRACTOR'S EMPLOYEE ATTIRE

The CONTRACTOR shall require each of his/her employees to adhere to a basic standard of working attire. This standard is a clean uniform with the CONTRACTOR's company name or insignia clearly visible, proper shoes, other gear as required by State Safety Regulations and proper wearing of the clothing. Shirts shall be worn at all times, buttoned and tucked in.

5.2.4 TYPICAL TASKS OF CONTRACTOR'S EMPLOYEES

The CONTRACTOR shall supply employees with the skills to perform various semi-skilled duties in connection with cleaning functions; cleaning rubbish and debris; operating a variety of hand and power tools; cleaning of public facilities, and operating light equipment.

5.2.5 KNOWLEDGE & ABILITIES OF CONTRACTOR'S EMPLOYEES

Employees must have the ability to use and maintain various tools, ability to perform heavy manual labor, ability to follow oral and written instructions.

5.2.6 SPECIAL ACTIVITY REQUIREMENTS

The CONTRACTOR if so requested by the Director of Public Works shall supply additional employees. Any additional employees will be paid at a rate equal to the wage rate and mark up as shown on the form titled "CONTRACTOR's Hourly Rate".

5.2.7 LEVEL OF SUPERVISION

The CONTRACTOR shall provide adequate supervision as to furnish proper surveillance of workmanship and adherence to the schedule by the employees performing the work. The field supervisor or his/her representative shall check with the Department of Public Works weekly as to (1) schedule of work, (2) complaints and (3) adequacy of performance. The CONTRACTOR shall submit such reports as the City may require insuring compliance with scheduled work. The

Supervisor shall be in the City at least 20% of the time while work is in progress. The CONTRACTOR shall be penalized Two Hundred and Fifty Dollars (\$250) per week for failing to have a supervisor in the City at least seven hours per week.

5.2.8 APPROVAL OF SUPERVISOR

The Supervisor shall be someone other than the labor type of employee provided in this agreement. The CONTRACTOR shall provide in writing to the City (before starting work under this agreement) the name of the Field Supervisor. After approval of the Field Supervisor, the CONTRACTOR may substitute another individual provided the CONTRACTOR makes a written request to the City and said request is approved. The Supervisor should have at least five years practical experience in supervision.

5.2.9 EMERGENCY TELEPHONE NUMBERS

The CONTRACTOR shall provide the City throughout the duration of this agreement at least two (2) telephone numbers of qualified persons who can be called anytime that the CONTRACTOR's representative is not immediately available at the job site. An emergency 24-hour number shall also be provided. The emergency number shall be to contact a representative of the CONTRACTOR who can take the necessary action required to alleviate an emergency condition.

5.2.10 INCLEMENT WEATHER

The CONTRACTOR shall contact the City for the determination of non-operational conditions. During inclement weather, the CONTRACTOR shall provide staffing for citywide debris removal and clean up.

PART 5

SECTION 3

EQUIPMENT AND MATERIALS

5.3.1 EQUIPMENT

Equipment and Use of Equipment. CONTRACTOR's street sweeping equipment shall meet the following requirements:

- A. CONTRACTOR shall use street sweeping equipment in conformance with the highest standard of street sweeping. Sweeper speed and broom pattern shall be in accordance with manufacturer's recommendations. Sweepers at work shall not exceed the **maximum speed of 10 mph**; sweepers when driven shall have a maximum of the posted speed limit.
- B. CONTRACTOR shall use such standard heavy street sweeping equipment as is necessary to clean the City streets of paper, dirt, rocks, leaves and debris.
- C. CONTRACTOR shall maintain all equipment. It should be clean and in good mechanical condition, uniformly painted and numbered.
- D. CONTRACTOR shall use equipment deemed acceptable by express approval of the Director of Public Works. The equipment shall be:

Large Sweeper(s):

Tymco 600 air sweeper or Tymco F.H.D. regenerative air sweeper or equal.
Mobile sweeper M9 high-dump (for the Strand) or approved equal.

Small Sweepers:

"Green Machine" applied 414RS-cushion sweeper or approved equal.

- E. CONTRACTOR's equipment shall be subject to inspection by the Director of Public Works or Designee and upon notification in writing to the CONTRACTOR that any equipment does not comply with the standards herein, such equipment shall be removed from service by the CONTRACTOR and not again so used until inspected and approved in writing by the Director or of Public Works or Designee.
- F. Sweeper must have a dual cutter broom.
- G. The CONTRACTOR shall submit a list of equipment he/she intends to use in the City of Hermosa as part of the proposal package.

5.3.2 VEHICLES

CONTRACTOR shall display the name of his/her firm on any vehicles used by the CONTRACTOR's employees to carry supplies and equipment. The firm name shall be in letters large enough to be easily legible from a distance of fifty (50) feet.

5.3.3 EQUIPMENT MAINTENANCE

All equipment used by the CONTRACTOR shall be kept in a neat and clean appearance. The equipment shall also be kept in top mechanical condition and properly adjusted, both from an operational standpoint and from a safety standpoint.

5.3.4 SAFETY LIGHTS

All vehicles shall be equipped with an operational rotating amber light when parked or used on public streets.

5.3.5 EQUIPMENT NOISE

City noise level requirements shall apply to all equipment on the project or related to the project including but not limited to trucks, or transient equipment that may or may not be owned by the CONTRACTOR. The use of loud sound signals shall be voided in favor of light warnings except those required by safety laws for the protection of the public or CONTRACTOR's personnel.

5.3.6 AIR POLLUTION

CONTRACTOR shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. All power sweeping equipment (including Strand Sweeper) must use alternative fuel in accordance with the South Coast Air Quality Management District Rule No. 1186.1.

5.3.7 MATERIALS TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR at his/her own cost and expense shall furnish all necessary materials, and tools supplies of good quality and in the amounts necessary to fulfill this agreement and to accomplish an acceptable and professional level of cleaning.

PART 5

SECTION 4

ITEMS OF WORK

5.4.1 AREA CLEANING

The cleaning work pertaining to the City of Hermosa Beach has been organized into specific work activities and frequency schedules. The CONTRACTOR shall report to the Director of Public Works or his/her designee for resolution of any cleaning problems or concerns.

5.4.2 POWER SWEEPING

All streets and paved parking lots shall be swept according to the frequency schedule. Street sweepers shall be equipped to perform left and right hand-pick-up and shall at all times travel in a direction "with" traffic. Any sweeper shall have the capability of picking up broken glass.

5.4.3 HAND SWEEPING

Where sidewalks on walk streets are inaccessible by machinery they shall be hand swept to remove dust, dirt, sand and debris to present a clean and neat appearance at all times according to the frequency schedule. All debris must be picked up and removed. **At no time are backpack blowers permitted to be used within the Hermosa Beach City Limits.**

5.4.4 SAND REMOVAL

When sand is blown into the agreement area the CONTRACTOR shall with due diligence remove the sand. The CONTRACTOR shall not be entitled to any extra compensation. The purpose of this agreement is to provide a clean City.

5.4.5 LITTER PICK UP

Litter pick up shall include the hand cleaning and removal of debris from any area where the power sweeper and hand sweeping are not effective, such as around dumpster enclosures, traffic islands or medians, tree well planters, median planters, booth areas, trash cans, berms surrounding parking lots, parking bumpers, median corners and etc. Litter pick up shall be performed not less than specified in the frequency schedule.

5.4.6 SWEEPER ROUTES

Letter-size sweeper route maps are included as part of this Request for Proposals. Large scalable route maps are available in the Public Works Department, City Hall, 1315 Valley Drive, Room 001, Hermosa Beach or upon request, an electronic copy can be provided by email.

SECTION 5**ACTIVITY SCHEDULE FOR STREET SWEEPING**

ACTIVITIES	DAILY	WEEKLY	AS NEEDED
Sweep streets and alleys		X	
Frontage Road and Bike Path on Hermosa Avenue		X	
The Strand (Sweep Monday, Tuesday, Wednesday, Thursday, Friday, Saturday & Sunday)	X		
Walk Streets/Misc. Areas		X	
Parking lot east side of City Hall (Sweep Friday)		X	
All other parking lots except the east side of City Hall		X	
Parking Islands on Pier Avenue		X	

ACTIVITY SCHEDULE FOR DOWNTOWN AREA CLEANING

ACTIVITIES	MON	TUE	WED	THU	FRI	SAT	SUN
POWER SWEEPING							
Sidewalks	X		X		X	X	X
Streets (gutters and 100% of the driving surface)	X		X		X		
Parking lots A, B and D (includes cleaning around bumper stops)	X		X		X	X	X
HAND SWEEPING							
All areas not power swept	X		X		X	X	X
TRASH BARREL PICK UP							
Empty barrels	This work is to be done daily.						
Re-line barrels							
Litter pick-up							
Hose barrels							
Lot A, B and D & parking structure							
DUMPSTER AREA CLEANING LOTS A, B AND D							
Broom Sweep/Litter Pick-up	X		X		X	X	X
Pressure Washing – Monday and Friday	X				X		
LITTER PICK-UP	X		X		X	X	X
Includes around dumpster enclosures, streets, gutters, sidewalks, traffic median islands, booth areas & parking bumper stops							
SAND REMOVAL	This work is to be done as requested.						

ACTIVITY SCHEDULE FOR PARKING STRUCTURE

ACTIVITIES	MON	TUE	WED	THU	FRI	SAT	SUN
Parking structure	X				X		
Cleaning/wiping doors and interior of elevator	X	X	X	X	X	X	X

All items of activity are as specified by the Public Works Superintendent.

**STREET SWEEPING REPORT
OF STATE HIGHWAYS
SWEPT IN HERMOSA BEACH**

PACIFIC COAST HIGHWAY

DATE SWEEPED: _____

START TIME: _____

STOP TIME: _____

TOTAL TIME: _____

OPERATOR'S SIGNATURE: _____

CONTRACTOR: _____

STREET SWEEPING REPORT

DAILY REPORT FOR HERMOSA BEACH

Driver _____

Date _____

Start Time _____

Stop Time _____

Total _____

☐ Route completed as scheduled

☐ Route NOT completed as scheduled

Missed streets: _____

Complaint: _____ ☐ Re-swept
_____ ☐ NOT Re-swept

Complaint: _____ ☐ Re-swept
_____ ☐ NOT re-swept

Complaint: _____ ☐ Re-swept
_____ ☐ NOT Re-swept

Operator's Signature

NON-POSTED AREAS FOR STREET SWEEPING

WEEKLY CHECKLIST FOR HERMOSA BEACH

Week Ending Friday ____/____/____

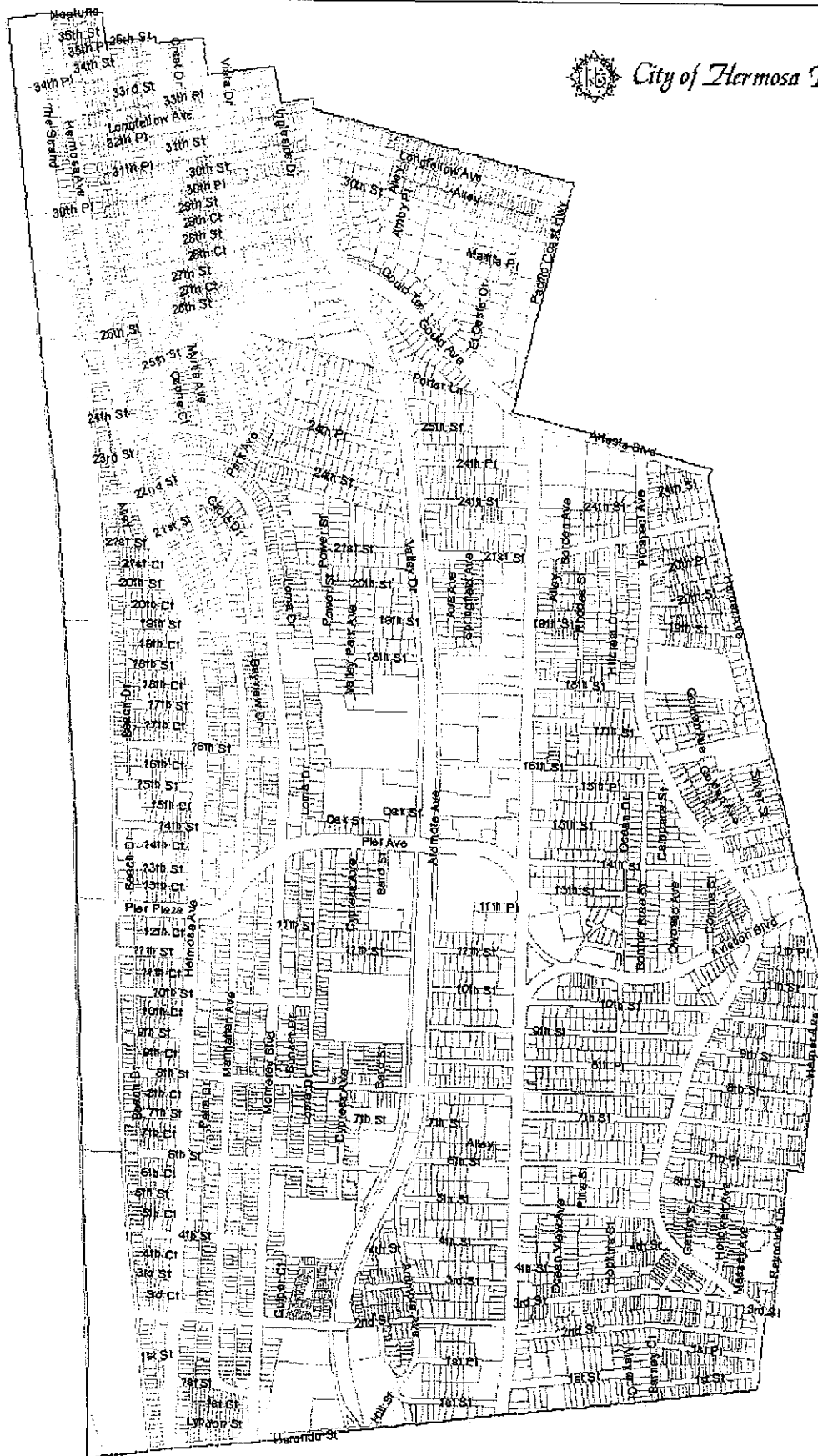
DAY	AREA	SWEPT	DAY	TIME
Monday	28 th , 29 th , 30 th , 31 st , 32 nd , & 33 rd Place			A/P
	Gould Terrace			A/P
	Alleys between Rhodes & PCH			A/P
	Alley off Gould, west of PCH			A/P
Tuesday	Alley off 5 th Street, west of Ocean View			A/P
	Shakespeare			A/P
	Bike Path along Hermosa Avenue			A/P
Wednesday	00 block from 3 rd Court to 10 th Court			A/P
	Beach Drive from Herondo to 10 th Street			A/P
Thursday	15 th Court through 21 st Court			A/P
	Beach Drive: 15 th Street to 22 nd Street			A/P
Friday	Lot - Kiwanis Club & Rotary Club			A/P
	Lot - 14 th & Palm (Friday 7 a.m. to 8 a.m.)			A/P
	Lot - City Hall (front)			A/P
	Lot - City Hall (Hermosa Storage)			A/P
	Lot - City Hall (rear)			A/P
	Lot - Community Center (rear)			A/P
	800 block Valley Drive - Greenbelt parking			A/P
	Lot - Clark Building			A/P
	Lot - 1035 Valley (rear) & Clark Stadium			A/P
	Lot - 4 th Street at Ocean View			A/P
	Bard Street - behind PD (last Friday of month)			A/P

Missed Areas:

Reason Missed:



City of Hermosa Beach

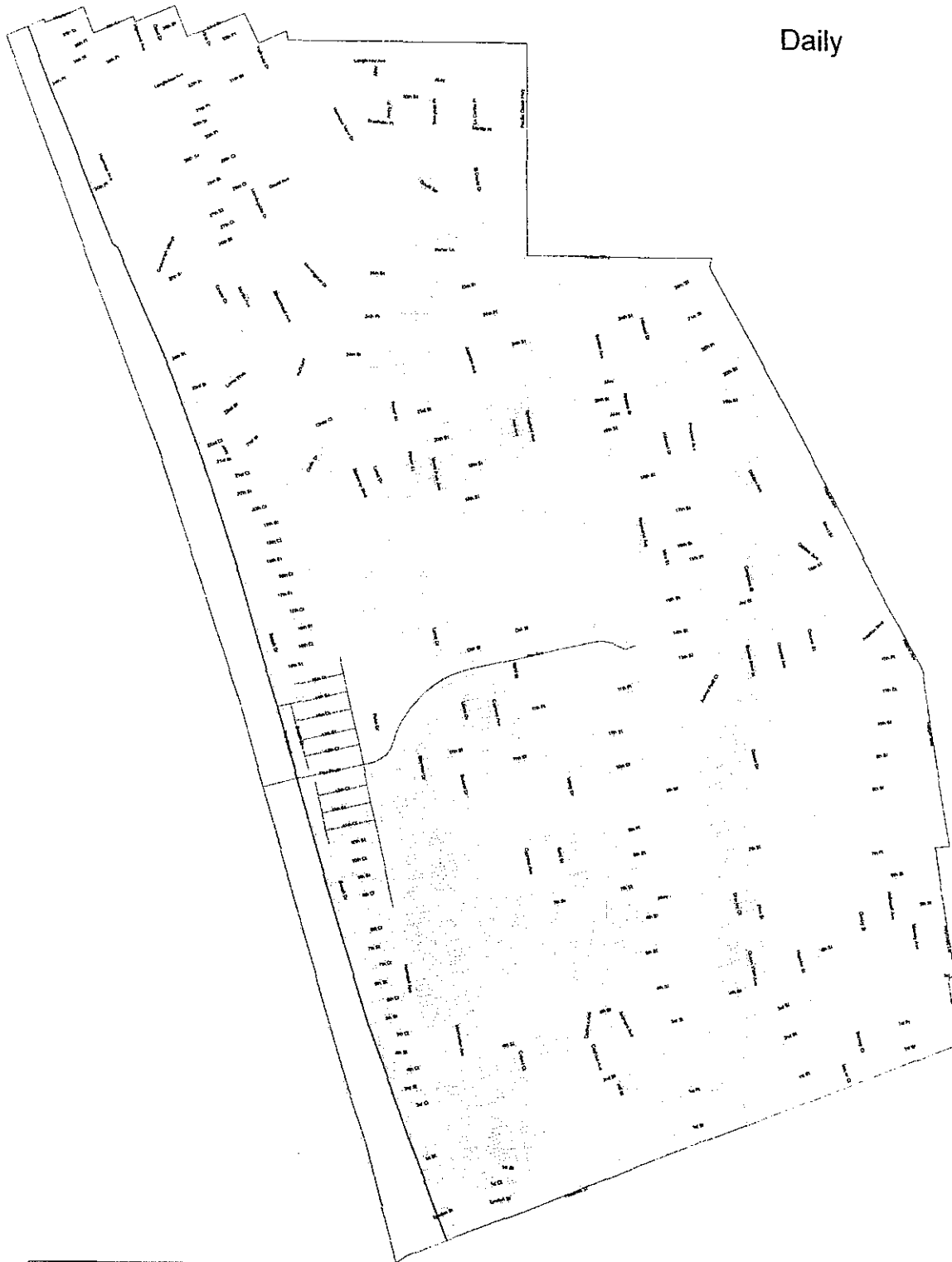




City of Hermosa Beach

Street Sweeping Schedule

Daily



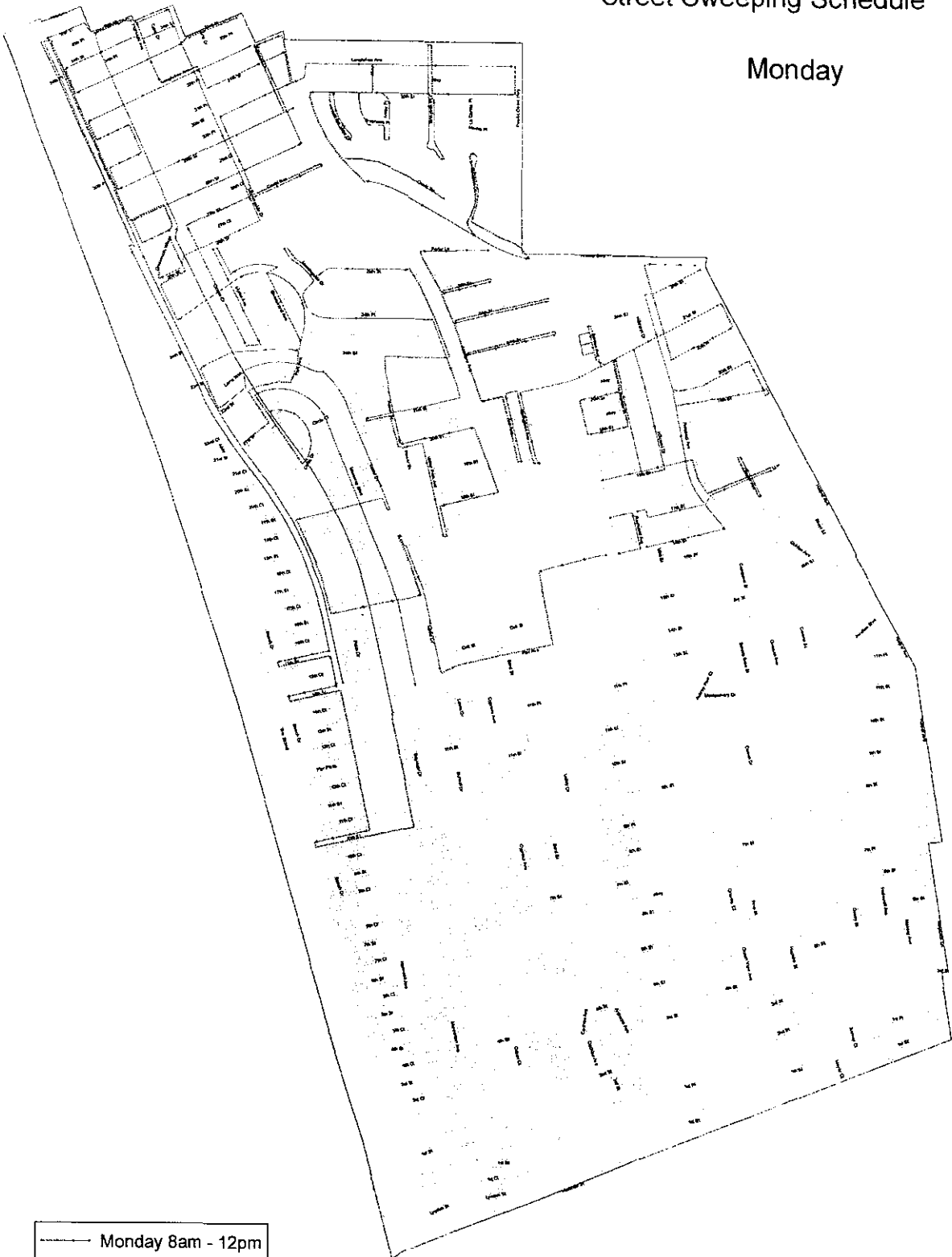
— The Strand
- - - Downtown District



City of Hermosa Beach

Street Sweeping Schedule

Monday



- Monday 8am - 12pm
- Monday 10am - 2pm
- Monday 1pm - 2pm

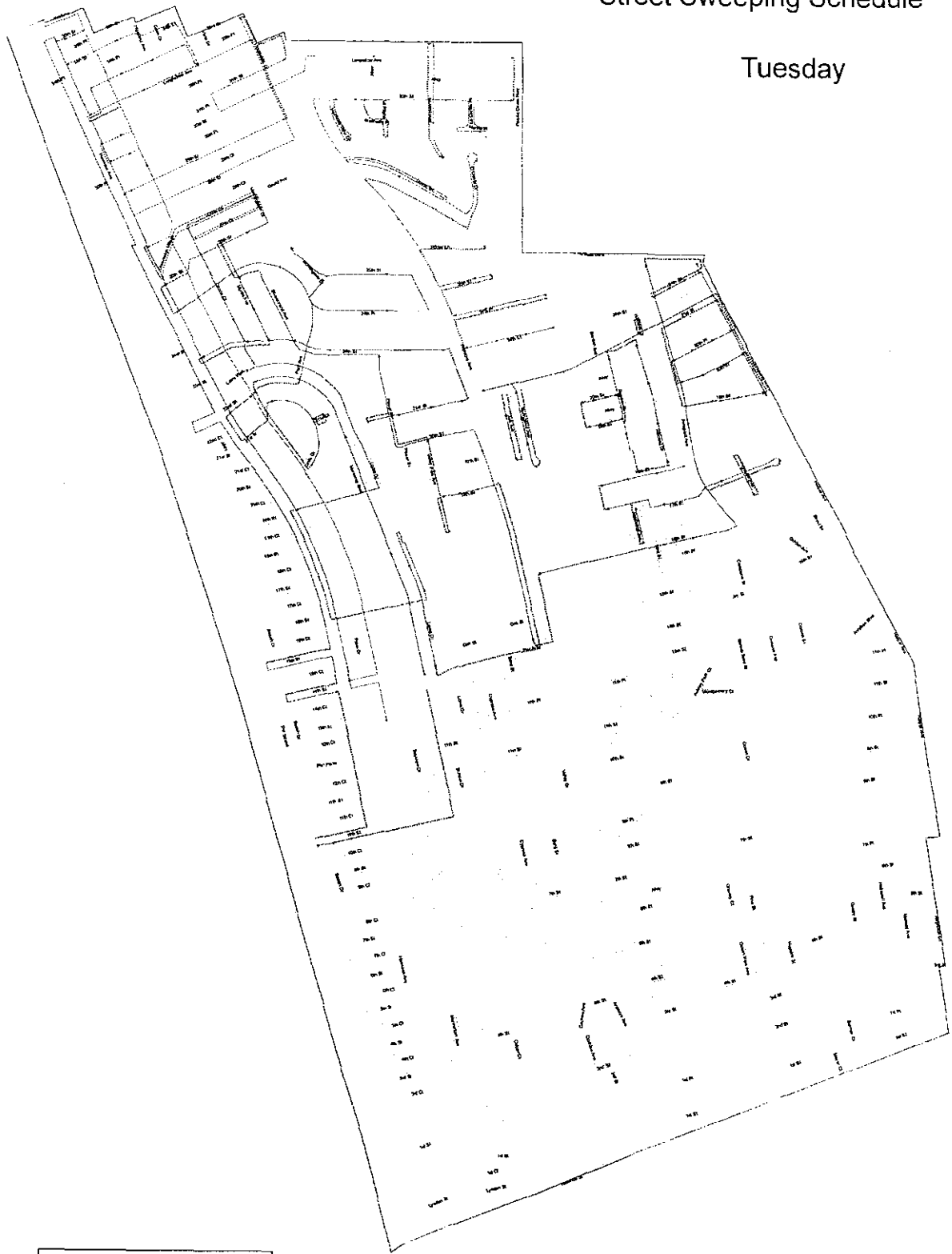




City of Hermosa Beach

Street Sweeping Schedule

Tuesday



— Tuesday 8am - 12pm
- - - Tuesday 10am - 2pm





City of Hermosa Beach

Street Sweeping Schedule

Wednesday



- Wednesday 8am - 12pm
- - - Wednesday 10am - 2pm
- ... Wednesday 1pm - 2pm





City of Hermosa Beach

Street Sweeping Schedule

Thursday



- Thursday 8am - 12pm
- Thursday 10am - 2pm
- Thursday 1pm - 2pm

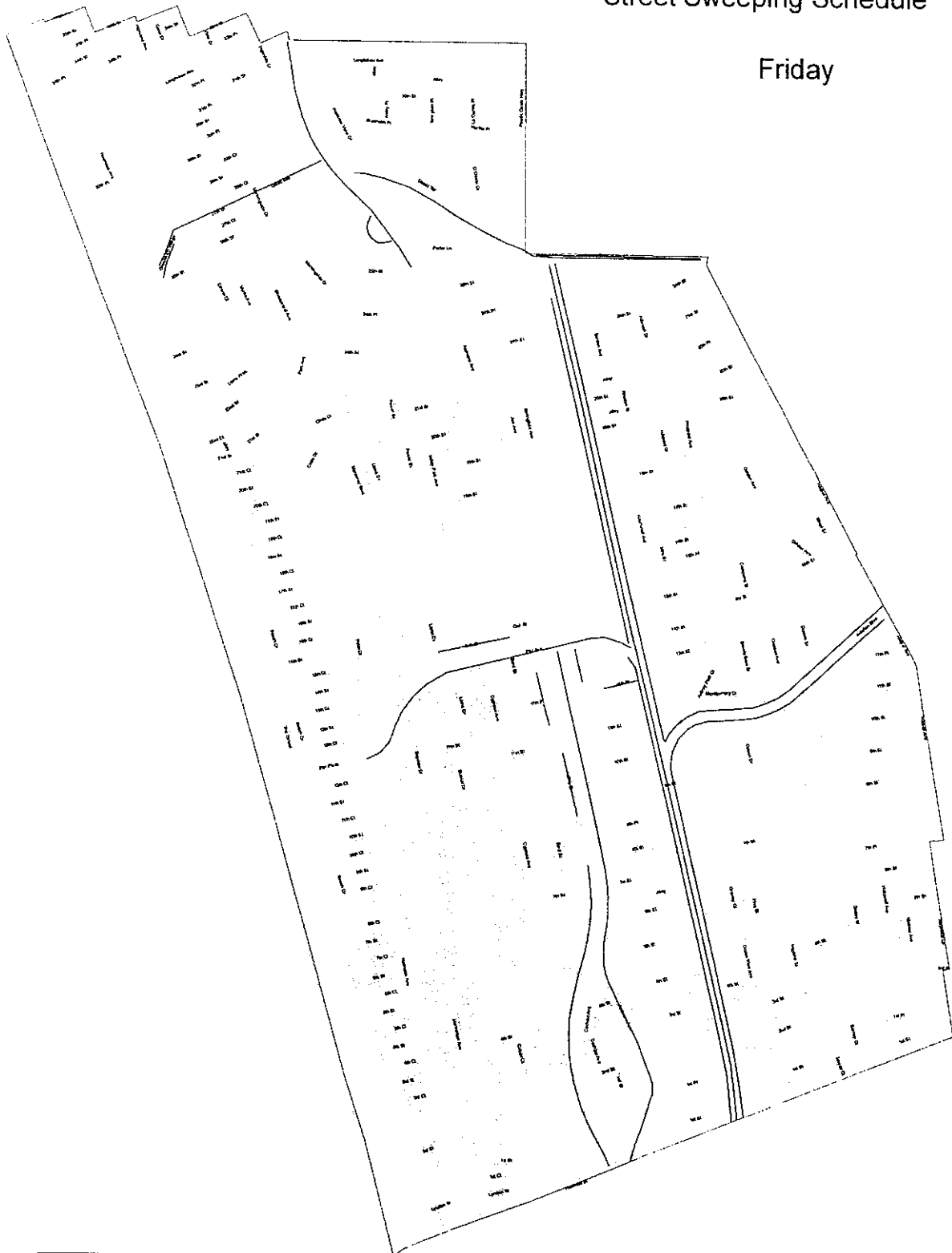




City of Hermosa Beach

Street Sweeping Schedule

Friday



— Friday 3am - 6am
- - Friday 9am - 11am



FIRST AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES BETWEEN THE CITY OF HERMOSA BEACH AND ARAKELIAN ENTERPRISES

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into this 26th day of March, 2013, by and between the City of Hermosa Beach, a municipal corporation ("City") and Arakelian Enterprises, a California corporation ("Contractor").

RECITALS

- A. City and Contractor are parties to an Agreement for Sweeping/Cleaning of Streets, Alleys, Walkstreets, Parking Lots and the Pier dated October 12, 2010 ("Agreement").
- B. City intends to enter into an exclusive franchise agreement with Contractor for Integrated Solid Waste Management Services ("solid waste franchise") for a term of eight years concurrently with the approval of this Amendment.
- C. The parties desire by this Amendment to extend the term of the Agreement so that it coincides with the term of the solid waste franchise, to reduce the compensation for provision of street sweeping services and to make other modifications to the terms of the Agreement consistent therewith.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Section C.2 Time of Performance is amended to read as follows:

This Agreement shall expire June 30, 2021 (the "Term"), subject to extension as provided below, as applicable. Notwithstanding the foregoing, the unexcused failure or refusal of Collector to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

City shall have the sole option to extend the Term of this Agreement up to twenty-four (24) months following the Agreement Term under Section 2.4 of the Agreement between the City of Hermosa Beach and Arakelian Enterprises, Inc. DBA Athens Services for Integrated Solid Waste Management Services. The City may, upon at least ninety-day (90-day) advance written notice to the Contractor prior to the expiration of the Term of this Agreement, exercise this extension option. This extension period shall terminate, upon the earlier of: (i) the expiration of the aforementioned twenty-four (24) months, or (ii) the date City instructs Contractor that the contract will end, provided written notice of termination is provided to Contractor by City at least ninety (90) days prior to this termination date.

2. Section C.3 Payment for Services and subsection (c) in the Contract Change Order dated March 7, 2012 are amended by reducing the cost of the contract by five (5) percent annually beginning July 1, 2013 for the balance of the Term of this Agreement.
3. The Scope of Work contained in the Special Provisions is amended as follows:

Section 5.4.4b(3):

Lot A: add litter pickup to daily

Section 5.1.4a(2):

Lot C (Parking Structure): change frequency of litter pickup to daily from 2x/week

Section 5.1.3A(h):

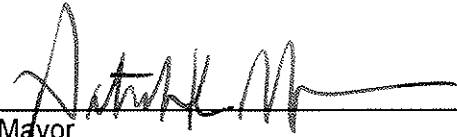
Community Center Parking Lot: change frequency from 1x/week to sweep 4x/week

There shall be no added costs for these modifications. Payment shall be included in the current contract bid item price and includes full and complete compensation for all associated labor, equipment, materials, overhead, profit, any and all indirect costs, and time adjustment to perform the above-described changes.

Except as modified above, the Agreement and each and every term and provision thereof remains in full force and effect.

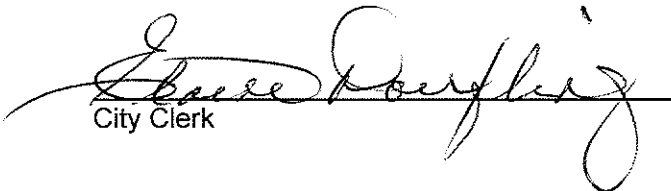
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date and year first above written.

City of Hermosa Beach, California




Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CONTRACTOR:

BY: 

Arakelian Enterprises



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

REPORT 20-0577

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020

**RECEIVE REPORT ON EMERGENCY
ENFORCEMENT MEASURES TO ENSURE
COMPLIANCE WITH PANDEMIC-RELATED HEALTH
ORDERS FROM BOTH THE CITY AND THE COUNTY
OF LOS ANGELES HEALTH DEPARTMENT**

(City Manager Suja Lowenthal)

(This will be a verbal report)

Recommended Action:

DATE	ORDINANCE/RESOLUTION	EXPIRATION DATE
<u>March 16, 2020</u>	Proclamation of Local Emergency:	
March 16, 2020	<p>Pursuant to Section 5: Pursuant to the authority prescribed by Hermosa Beach Municipal Code Section 2.56.090, the City Council hereby orders as follows (the “Order”), to take effect immediately and remain in effect until March 28, 2020, unless extended by the City Council or City Manager:</p> <ul style="list-style-type: none"> A. All restaurants, alcohol beverage establishments and snack shops in the City are hereby ordered closed to onsite patronage; <i>provided, however</i>, that take-out orders and delivery of meals are permitted provided that take-out orders are picked up by a single person and the establishment maintains social distance in any necessary queuing of patrons. B. All formal and informal organized and group activities, games and sports, with the exception of family outings, are hereby prohibited in all City parks and the beach; C. The City shall prohibit access to play structures at all City parks; D. The City shall post signs at all City parks advising that: <ul style="list-style-type: none"> I. COVID-19 is known to survive on various surfaces such as children’s play equipment, bathroom surfaces, tables, benches, railings, and other fixtures, for 72 or more hours; and II. Park users shall maintain social distance as prescribed by Beach Cities Health District, as provided in Exhibit 1 attached hereto; III. Park users with symptoms consistent with COVID-19 infection are encouraged to isolate themselves at home and contact their health care provider or, if they do not have a health care provider, the Los Angeles 	<p>Section 5 requirements: until March 28, 2020, unless extended by the City Council or City Manager.</p> <p>No expiration date set for Section 6 Measures.</p>

	<p>County Department of Health to assist with receiving prompt diagnosis and care.</p> <p>Pursuant to Section 6:</p> <p>Commercial landlords in the City are hereby prohibited from (I) charging rent and (II) evicting commercial tenants for nonpayment of rent with respect to tenants whose businesses are subject to the Order or are otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and who demonstrate lost income and inability to pay rent as a result of such limitation or closure. A landlord knows of a tenant's lost income and inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date rent is due, notifies the landlord in writing of the lost income and inability to pay rent due to a limitation or closure of the tenant's business related to COVID-19, with appropriate supporting documentation. If a tenant suffers only a partial loss of income, the tenant shall pay the pro-rated share of their rent that corresponds to the income they generated during the period of loss. For purposes of this Order, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. All financial information provided to the landlord shall be kept in confidence and only used for evaluating the tenant's claim or enforcing this provision.</p> <p>Residential landlords in the City are hereby prohibited from (I) charging rent and (II) evicting residential tenants for nonpayment of rent with respect to tenants whose income is reduced or eliminated as a result of efforts to prevent or reduce the spread of COVID-19 and who demonstrate lost income and inability to pay rent as a result of such loss. A landlord knows of a tenant's lost income and inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date rent is due, notifies the landlord in writing of the lost income and inability to pay rent due to such loss, with appropriate supporting documentation. If a tenant suffers only a partial loss of income, the tenant shall pay the pro-rated share of their rent that corresponds to the income they generated during the period of loss. For purposes of this Order, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. All financial information provided to the landlord shall be kept in</p>	
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	confidence and only used for evaluating the tenant's claim or enforcing this provision.	
March 24, 2020	<p>Urgency Ordinance No. 20-1406U, Temporary Moratorium on Evictions for Nonpayment of Rent by Residential Tenants and Commercial Tenants, and Temporary Suspension on Residential and Commercial Foreclosures</p> <p>This Moratorium replaced the moratorium in Resolution No. 20-7230</p>	May 31, 2020
April 14, 2020	<p>Urgency Ordinance No. 20-1407U, to amend the temporary moratorium on foreclosures and evictions due to non-payment of rent by residential and commercial tenants impacted by COID-19.</p> <p>Amended the Eviction Moratorium in 20-1406U in its entirety in light of Governor Newsom's Financial Relief Package announced on March 25, 2020.</p>	May 31, 2020
April 22, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-01</p> <p>Pursuant to Section 2:</p> <ol style="list-style-type: none"> 1. Cancellation of non-essential large public events, senior and community programs, and limitations on public access to some City facilities (effective March 12, 2020). 2. Cancellation of P.A.R.K. After School Program (effective March 13, 2020). 3. Closure of City Hall (effective March 16, 2020). 4. Cancellation of Wednesday Farmers Market (effective March 18, 2020) and Friday Farmers Market (effective March 20, 2020). 5. Business License renewal dates extended to May 31, 2020 (effective March 25, 2020). 6. Parking Permit renewal dates extended to May 31, 2020 (effective March 25, 2020). 	shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.

	<ol style="list-style-type: none"> 7. Parking citation unbilled late fees delayed until May 31, 2020 (effective March 25, 2020). 8. Parking citation DMV holds delayed until May 31, 2020 (effective March 25, 2020). 9. Temporary banner permit requirements waived through May 31, 2020 (effective March 25, 2020). 10. Closure of beach and Strand (effective March 27, 2020). 11. Closure of City parks on Easter Sunday (effective April 9, 2020). 	
April 27, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-02</p> <p>Pursuant to section 2:</p> <p style="padding-left: 40px;">The ten cents (\$0.10) per recycled paper carryout bag charged to customers by affected retail establishments provided by Hermosa Beach Municipal Code Section 8.68.040 is hereby suspended.</p> <p>2. All restaurants, snack shops and similar businesses that serve food (and, optionally, groceries) and alcohol via delivery, pick-up or drive-thru shall not provide any alcohol to a customer prior to providing the entire food/meal order; i.e. all alcohol shall be provided to the customer concurrently with the delivery of food. All such establishments shall monitor customers waiting for food to ensure that no one is consuming alcohol on or adjacent to the premises.</p>	shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.
May 14, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-03</p> <p>Pursuant to Section 2:</p> <p style="padding-left: 40px;">Consistent with the provisions of the County Health Officer's May 13, 2020 Revised Order, the beach will be open from 6:00 a.m. to 9:00 p.m. subject to the following:</p> <p style="padding-left: 40px;">a. Only the following limited activities are allowed:</p>	shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be

	<ul style="list-style-type: none"> i. Individual or household ocean activities such as surfing, swimming, kayaking, paddle boarding, and body surfing. ii. Individual or household active recreation and exercise such as walking and running where the participants do not remain in a stationary location. <p>b. The following activities are prohibited:</p> <ul style="list-style-type: none"> i. Sunbathing, sitting, lying on the sand and other stationary activities (such as yoga, calisthenics, or meditation). ii. Picnicking. iii. Use of chairs, canopies or coolers. iv. Biking. v. Group or organized sports such as volleyball. vi. Gatherings or events. vii. Fishing. <p>c. Individuals/households must exit the beach immediately after they recreate.</p> <p>d. All beachgoers must follow the following safety requirements:</p> <ul style="list-style-type: none"> i. Maintain more than 6 feet physical distance from others at all times (except between members of same household). ii. Wear face coverings, when out of the water and around others (except for children under age 2 and children with breathing problems). <p>2. All City parks and the beach are closed daily from 9:00 p.m. to 6:00 a.m.</p> <p>3. The Strand and Pier remain closed.</p>	<p>superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
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	<p>4. City parking facilities are subject to the following regulations, subject to further modification by the City Manager/Director of Emergency Services as may be required to maintain public safety and order and to enforce the City's emergency orders:</p> <ul style="list-style-type: none"> a. All, or parts of, Lot A, Lot B, Lot C, and Lot D will be closed. b. Temporary short-term parking spaces will be established in Lot A and Lot D. c. Monthly permit parking spaces will be provided in Lot D. d. Temporary parking spaces will be designated at various locations on City streets. <p>5. Consistent with the provisions of the County Health Officer's May 13, 2020 Revised Order, all Lower Risk retail Businesses that sell goods and services to the public may only provide these goods and services to the public via curbside, doorside, or other outdoor or outside pickup, or via delivery. Members of the public are not permitted inside a retail Low-Risk Retail Business. Lower Risk Businesses may set up a table or shade structure in a manner to accommodate pickup, provided that patrons practice social distancing as provided in the May 13, 2020 Revised Order and provided that minimum 5-foot clearance is maintained along public walkways. Outdoor display of merchandise is prohibited.</p> <p>6. In addition to enforcement remedies available to the City as provided in the Hermosa Beach Municipal Code, emergency executive orders issued by the City Manager/Director of Emergency Services and emergency resolutions adopted by the City Council shall be enforceable by way of:</p> <ul style="list-style-type: none"> a. Imposing an administrative citation pursuant to HBMC Chapter 1.10. 	
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	b. Prosecuting a misdemeanor, punishable by a fine of not to exceed one thousand (\$1,000) dollars or by imprisonment for not to exceed six months, or both.	
May 21, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-04</p> <p><u>Pursuant to Section 3.</u> the City Manager and Director of Emergency Services now seeks to extend the duration of the emergency orders listed in Section 5 of Resolution No. 20-7230, as revised and restated below. The following emergency orders are issued effective as of the date set forth below and shall supersede any previous emergency orders inconsistent herewith:</p> <p>A. All restaurants, alcohol beverage establishments and snack shops in the City are hereby ordered closed to onsite patronage; <i>provided, however</i>, that (i) take-out orders and delivery of meals are permitted, provided that take-out orders are picked up by way of a drive-through window or by a single person and the establishment maintains social distance in any necessary queuing of patrons, and (ii) outdoor dining will be permitted upon issuance of and as provided in Executive Order 2020-05.</p> <p>B. All gyms and fitness centers are hereby ordered closed in accordance with the March 16, 2020 Order of the Health Officer of the Los Angeles County Department of Public Health.</p> <p>C. All formal and informal organized and group activities of any size, including but not limited to all games and sports, with the exception of family outings and use of the City's tennis and pickleball courts in accordance with City regulations, are hereby prohibited in all City parks, the beach, Pier Plaza and other public spaces.</p> <p>D. Access to play structures and exercise equipment in all City parks, the beach, and the Greenbelt is hereby prohibited.</p> <p>E. The City shall post signs at all City parks, the Greenbelt, the beach, Pier Plaza and the Strand advising that:</p> <p>I. COVID-19 is known to survive on various surfaces such as children's play equipment, bathroom surfaces, tables, benches, railings and other fixtures, for 72 or more hours;</p>	The Order may be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.

	<p>II. Users of public spaces shall maintain social distance as prescribed by Beach Cities Health District, as provided in Exhibit 1 attached hereto; and</p> <p>III. Users of public spaces with symptoms consistent with COVID-19 infection are encouraged to isolate themselves at home and contact their health care provider, or if they do not have a health care provider, the Los Angeles County Department of Health to assist with receiving prompt diagnosis and care.</p> <p><u>Pursuant to Section 4:</u></p> <p>In addition to the emergency orders listed in Section 3 above, the City Manager and Director of Emergency Services further orders that:</p> <p>A. The enforcement of City street sweeping restrictions suspended on March 16, 2020, as a part of the City's effort to combat COVID-19, shall resume on June 8, 2020.</p>	
May 21, 2020	<p>Resolution No. 7236, Rescinding Portions of Executive Order Nos. 2020-01 and 2020-03 to reopen the Strand:</p> <p><u>Pursuant to Section 2:</u>The Strand is re-open for public use effective 6:00 a.m. on Saturday, May 23, 2020; Section 2, paragraph 10 of Executive Order No. 2020-01 and Section 2, paragraph 3 of Executive Order No. 2020-03 are hereby rescinded.</p>	No expiration date stated.
May 26, 2020	<p>Urgency Ordinance No. 20-1409U, Extending the temporary moratorium on evictions</p> <p><u>Pursuant to Section 2:</u></p> <p>Ordinance No. 20-1407U will remain in effect until July 31, 2020. All other provisions of Ordinance No. 20-1407U remain the same</p>	July 31, 2020.

May 26, 2020	<p>Executive Order No. 2020-05, Implementing a temporary permit for outdoor dining/seating and outdoor retail display to assist in the reopening of restaurants, and food and retail establishments.</p> <p>Pursuant to Section 2:</p> <ul style="list-style-type: none"> A. Established a temporary permit program for outdoor dining/seating. B. Established a temporary permit program to permit City businesses to display merchandise on the street. C. Provisions of HBMC §§ 17.26.050(B), (C), and 17.44.030. 	shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.
June 9, 2020	<p>Urgency Ordinance No. 1410U, Implementing a Temporary Permit for Outdoor Dining/Seating and Outdoor Retail Display to Assist in the Reopening of Restaurants, Food, and Retail:</p> <p>Section 2 reiterates subsection (A) and (C) in Executive Order No. 2020-05 above, and suspends these additional HBMC §§ 17.38.550(B), 12.16.090 and 12.16.100.</p>	No expiration date stated.
June 15, 2020	<p>City Manager/Director of Emergency Services Order No. 2020-06</p> <p>Pursuant to Section 2: The following emergency order shall supersede Section 2, paragraphs 1 and 2 (only as applied to the beach) of Executive Order No. 2020-03:</p> <p>The beach will be open from 6:00 a.m. to 12:00 a.m. subject to the following:</p> <ul style="list-style-type: none"> a. The following activities are allowed: <ul style="list-style-type: none"> i. Individual or household ocean activities such as surfing, swimming, kayaking, paddle boarding, and body surfing. ii. Individual or household active recreation and exercise such as walking and running. iii. Sitting, lying, picnicking or otherwise congregating or engaging in stationary activities (such as yoga, calisthenics, or 	shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.

	<p>meditation on the sand individually or with members of the same household.</p> <p>iv. Use of chairs, canopies or coolers.</p> <p>b. The following activities are prohibited:</p> <p>v. Group or organized sports such as volleyball.</p> <p>vi. Gatherings or events.</p> <p>c. All beachgoers must follow the following safety requirements:</p> <p>i. Maintain more than 6 feet physical distance from others at all times (except between members of same household)</p> <p>ii. Wear face coverings, when out of the water and in contact with others who do not belong to the same household (except for children under age 2 and children with breathing problems).</p> <p>SECTION 3. The following emergency order shall supersede Section 2, paragraph 3 of Executive Order No. 2020-03:</p> <p>The City Pier will re-open on June 15, 2020 for normal operational hours of 6:00 AM to 10:00 PM. Pier users must maintain physical distance, avoid gatherings and wear a face covering when physical distance cannot be maintained.</p> <p>SECTION 4. To the extent inconsistent herewith, the following emergency order shall supersede Section 2, paragraph 5 of Executive Order No. 2020-03 and Section 3, paragraph A of Executive Order No. 2020-04:</p> <p>A. Lower risk retail businesses may open for business in accordance with Appendix B of the June 11 Revised Order.</p>	
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	<p>B. Non-retail lower risk manufacturing and logistics sector business that supply low-risk retail business may open for business in accordance with Appendix C of the June 11 Revised Order.</p> <p>C. Non-essential office-based businesses may open for business in accordance with Appendix D of the June 11 Revised Order.</p> <p>D. Hair salons and barbershops may open for business in accordance with Appendix H of the June 11 Revised Order.</p> <p>E. Art galleries and museums may open for business in accordance with Appendix M of the June 11 Revised Order.</p> <p>SECTION 5. Section 3, Paragraph B of Executive Order No. 2020-04 pertaining to gyms and fitness centers is rescinded and those businesses may re-open in compliance with Gym and Fitness Establishments Protocols (Appendix L) of the June 11 Revised Order.</p> <p>SECTION 6. Notwithstanding the provisions of Section 3, paragraph C of Executive Order No. 2020-04 to the contrary:</p> <p>A. <u>Day Camps and Camp Permits.</u> City run and City-permitted day camps are permitted to resume operations. Camp operators must comply with the Los Angeles County Health Department Day Camp Protocol (Appendix K) and submit the completed protocol checklist to the City prior to issuance of a permit.</p> <p>B. <u>Outdoor Fitness Permits.</u> Outdoor fitness instruction will be permitted to resume only for activities that are specifically allowed within the June 11 Revised Order. Operators must comply with the Los Angeles County Public Health Department Gym and Fitness Protocol (Appendix L) and submit the completed protocol checklist to the City prior to issuance of a permit.</p> <p>SECTION 7. Notwithstanding the provisions of Section 2, paragraph 4 of Executive Order No. 2020-03 to the contrary:</p>	
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	<p>A. Parking Lot A is reopened for use for non-permit holders with a new time limit of 3 hours per day, and for use by monthly permit holders.</p> <p>B. Parking Lot B is reopened for use for non-permit holders.</p> <p>C. Parking Lot D temporary restrictions are removed.</p>	
June 24, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-07</p> <p>Pursuant to Section 2: The following emergency order shall supersede Section 3, paragraph A of Executive Order No. 2020-04:</p> <p>Bars, wineries and brewery tasting rooms may open for business in accordance with Appendix S of the County Health Officer's June 18, 2020 Revised Order.</p>	<p>shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
June 29, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-08.</p> <p>Pursuant to Section 2:</p> <p>Bars, wineries, breweries and wine tasting rooms are closed in accordance with paragraph 7, subsections (b) and (c) of the Revised Order (Revised Order refers to LA County Health June 29, 2020 Health Order)</p> <p>Pursuant to Section 3:</p> <p>Restaurants and food facilities must abide by paragraph 18, subsection (1) of the County Health Officer's Revised Order and Appendix I, to establish a "reservation only" system to notify patrons of seating availability and to allow for the collection of contact information to be utilized for contact-tracing if needed.</p>	<p>shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>

<u>July 1, 2020</u>	<p>Resolution No. __, Temporarily Suspending for the Duration of the Fourth of July Holiday Weekend Specified City Manager Orders and City Council Resolutions</p> <p>Pursuant to Section 2:</p> <p style="padding-left: 40px;">A. Notwithstanding Section 2(4) of Executive Order No. 2020-03, the following City parking facilities are closed from 12:01 a.m. July 3, 2020 through 5:00 a.m. on the morning of July 6, 2020:</p> <p style="padding-left: 80px;">a. Parking Lot A; and</p> <p style="padding-left: 80px;">b. Parking Lot B spaces will be reassigned for use by monthly permit holders only.</p> <p style="padding-left: 40px;">B. Notwithstanding Executive Order No. 2020-05 and any ordinance or permit entitlement to the contrary, all dine-in restaurants in the City shall close for business at 11:00 p.m. each evening until 5:00 a.m. the following morning from July 3, 2020 to and including July 5, 2020.</p> <p style="padding-left: 40px;">C. Notwithstanding any ordinance or permit entitlement to the contrary, all off-sale alcohol establishments, including but not limited to liquor stores and grocery stores, shall cease all sales of alcoholic beverages at 11:00 p.m. each evening until 6:00 a.m. the following morning from July 3, 2020 to and including July 5, 2020.</p> <p style="padding-left: 40px;">D. Lower Pier Plaza is closed from 12:01 a.m. through 5:00 a.m. the same morning from July 4, 2020 to and including July 6, 2020.</p>	<p>These are temporary measures and shall expire on the BOLD dates to the left.</p>
<p>July 17, 2020</p>	<p>City Manager/Director of Emergency Services Executive Order No. 2020-09, Implementing Emergency Measures to Temporarily Permit Gyms, Fitness Facilities, Hair Salons and Barbershops to Operate Outdoors During the COVID-19 Crisis.</p> <p>Pursuant to Section 2:</p>	<p>shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly</p>

	<ul style="list-style-type: none"> Hermosa Beach Municipal Code sections 17.26.050(B), 17.44.030 and 17.38.550 are temporarily suspending during the term of City State and LA County COVID-19 emergency orders to temporarily permit gyms, fitness facilities, hair salons and barbershops to operate outdoors. 	<p>terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
July 28, 2020	<p>Urgency Ordinance No. 20-1415U Temporarily Suspending Local Zoning to Permit Specified Businesses to Operate Outdoors, Permit Certain Home occupations to Operate without a Commercial Business Location and Require Members of the Public to wear a Face Covering.</p> <p><u>Pursuant to Section 2.</u> Hermosa Beach Municipal Code Sections 17.26.050 (B), 17.44.030, 17.38.550(B) and 17.08.020(D)(14) regarding uses permitted within commercial zones, off-street parking requirements for commercial and business uses within commercial zones, and home occupation permits are temporarily suspended to allow for the implementation of items A and B below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p> <p>A. Gyms, fitness centers, hair salons, barbershops and personal care establishments (to the extent permitted by the State Board of Barbering and Cosmetology) may operate outdoors to assist in their economic recovery in accordance with the “Outdoor Commercial Uses Operational Standards” attached hereto as Exhibit A and incorporated herein by reference.</p> <p>B. Consistent with the Los Angeles County Health Officer Reopening Protocol for Personal Care Establishment in Appendix R, “personal care services” shall include: nail salons, tanning salons, esthetician, skin care, cosmetology services and massage therapy (in a non-healthcare setting). Electrology, tattooing, microblading, permanent make-up and piercing may not operate outdoors because they are invasive procedures that require a controlled hygienic environment to be performed safely. Mobile or in-home personal care services are not allowed.</p>	<p>The measures adopted in Section 2, are temporary and shall continue during the term of the City, State and Los Angeles County COVID-19 emergency orders</p> <p>No specific expiration date set for Section 3.</p> <p>No specific expiration date set for Section 4.</p>

	<p>C. Professional offices, including but not limited to the healing arts, law, accounting, real estate, clergy, insurance and similar professional or semiprofessional offices may render their services from their residence with a home occupation permit regardless if they comply with Municipal Code section 17.08.020(D)(14), to allow them to continue to operate and pursue their livelihoods while complying with California and Los Angeles County Health orders in response to COVID-19.</p> <p><u>Pursuant to Section 3.</u> The following emergency measures are adopted:</p> <p>A. All persons shall wear a face covering over both the nose and mouth whenever they are present in the following locations within the City:</p> <ul style="list-style-type: none"> a. The Beach. b. Downtown Hermosa Beach, defined as (i) the area bounded by the southerly edge of the 10th Street right-of-way on the south, the northerly edge of the 14th Street right-of-way on the north, the easterly edge of the Strand on the west and the easterly edge of the Hermosa Avenue right-of-way on the east, and (ii) Upper Pier Avenue (inclusive of sidewalks) from Hermosa Avenue to Valley Drive. c. The Greenbelt. d. All City parks. e. Pier Plaza. f. The Strand. <p>B. All persons shall wear a face covering over both the nose and mouth whenever they leave their place of residence and are or can be in contact with or walking near or past others who are non-household members in both public and private places whether indoors or outdoors, in all locations in the City other than those locations described in and subject to the proscription set forth in paragraph A of this Section 3.</p> <p>C. Paragraphs A and B of this Section 3 shall not apply to:</p> <ul style="list-style-type: none"> a. Persons younger than two years old; 	
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	<ul style="list-style-type: none"> b. Persons who have been instructed by a medical provider not to wear a face covering due to a medical condition, mental health condition, or disability that prevents wearing a face covering; c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication; d. Persons who are swimming or engaged in other water-based activities; and e. Healthcare workers, first responders, and others whose work requires close contact with people who are ill. <p>D. For purposes of this Ordinance, “face covering” shall mean: fabric coverings, such as cloth masks, scarves, bandanas, tightly woven fabric such as cotton t-shirt, and some types of towels that cover the nose and mouth. Medical-grade masks and N-95 respirators are not required.</p> <p>E. Persons who are seated at a restaurant or other establishment that offers food or beverage service shall wear a cloth face covering over both the nose and mouth unless they are eating or drinking.</p> <p>F. With respect to persons on the beach, this Ordinance supersedes Section 2(c)(ii) of City Manager Executive Order No. 2020-06.</p> <p>G. The provisions of this Section 3 shall be enforced by way of issuance of administrative citations pursuant to HBMC Chapter 1.10.</p> <p><u>Pursuant to Section 4.</u> In addition to enforcement remedies available to the City as provided in the Hermosa Beach Municipal Code, emergency executive orders issued by the City Manager/Director of Emergency Services and confirmed by City Council, and emergency ordinances, orders and resolutions adopted by the City Council shall be enforceable by way of:</p> <p>A. Imposing an administrative citation pursuant to HBMC Chapter 1.10.</p>	
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	B. Prosecuting a misdemeanor, punishable by a fine of not to exceed one thousand (\$1,000) dollars or by imprisonment for not to exceed six months, or both.	
July 28, 2020.	<p>Urgency Ordinance No. 2020-1414U, Extending the Temporary Moratorium on Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2.</u> Paragraphs A, D, and F of Section 3 of Ordinance No. 20-1407U are amended to read as follows:</p> <p>A. During the moratorium period declared in response to COVID-19, no landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19. The moratorium period is March 16, 2020 through September 30, 2020.</p> <p>D. This ordinance applies to nonpayment eviction notices and unlawful detainer actions based on such notices, served or filed during the moratorium period.</p> <p>F. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the moratorium period and the tenant must repay within six months of the expiration of the moratorium period. A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this ordinance through the eviction process. A landlord shall not commence an eviction during the six months after the end of the moratorium period so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period. Nonpayment of rent in accordance with the terms of this ordinance shall not be grounds for eviction of a tenant even after expiration of the moratorium period. To the extent it applies, this ordinance is intended to be more restrictive than Civil Code Section 1946.2 by further limiting the reasons for termination of a residential tenancy during the six month repayment period. Landlords are strongly encouraged to offer payment plans to tenants after the moratorium period, which may go beyond the six month repayment period upon mutual written agreement of the parties. If mutually agreed upon in writing between the parties, Tenants may draw down on a security deposit</p>	September 30, 2020

	<p>during the repayment period to pay back rent and such security deposit shall be replenished by the end of the six month repayment period or longer.</p> <p><u>Pursuant to Section 3.</u> Paragraphs A and D of Section 4 of Ordinance No. 20-1407U are amended to read as follows:</p> <p>A. During the moratorium period declared in response to COVID-19, no commercial landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant's businesses is subject to the Orders referenced in Section 1 above or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. The moratorium period is March 16, 2020 through September 30, 2020.</p> <p>D. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after the expiration of the moratorium period and the tenant must pay within six months of the expiration of the moratorium period. A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this ordinance, through the eviction process during or after the moratorium period. A landlord shall not commence an eviction during the six months after the end of the moratorium period for non-payment of rent, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period. Nonpayment of rent in accordance with the terms of this ordinance shall not be grounds for eviction of a tenant even after expiration of the moratorium period. Landlords are strongly encouraged to offer payment plans to tenants after the period of local emergency, which may go beyond the six month repayment period upon mutual agreement of the parties.</p> <p><u>Pursuant to Section 4.</u> Paragraph A of Section 5 of Ordinance 1407U is amended to read as follows:</p>	
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	<p>A. For mortgagors that are not eligible for financial relief under Governor Newsom's Financial Relief Package found at: https://www.gov.ca.gov/2020/03/25/governor-gavin-newsom-announces-major-financial-relief-package-90-day-mortgage-payment-relief-during-covid-19-crisis/, no foreclosure action against a property owner shall be initiated or proceed during the moratorium period in the City of Hermosa Beach for any mortgagor with a demonstrated financial impact related to COVID-19. Nothing in this ordinance shall relieve the mortgagor of liability for any unpaid mortgage payments, which the mortgagee may seek after expiration of the moratorium period and the mortgagor must pay within six months of the expiration of the moratorium period unless a different time is agreed to between the parties. A mortgagee may not charge or collect a late fee or penalty for payments that are delayed for the reasons stated in this ordinance. The respective rights and obligations of the parties in any foreclosure proceeding shall be adjudicated in the appropriate court of law with jurisdiction over the matter at the conclusion of the moratorium period or rescission of this ordinance. The moratorium period is March 16, 2020 through September 30, 2020.</p> <p><u>Pursuant to Section 5.</u> Section 6 of Ordinance No. 1407U, which was further amended through Ordinance No. 1409U, is amended in its entirety to read as follows:</p> <p>In order to prevent inconsistencies, the Director of Emergency Services may suspend the effectiveness of any provision in this ordinance in the event that the President of the United States, Congress, Governor of the State of California or California State Legislature or other body with jurisdiction adopts an order or legislation that similarly prohibits evictions and foreclosures for failure to pay rent by individuals impacted by the COVID-19 crisis.</p>	
August 13, 2020	<p>City Manager\Director of Emergency Services Executive Order No. 2020-10, Implementing Emergency Measures to Temporarily Permit Places of Worship to Operate outdoor During the COVID-19 Pandemic.</p> <p><u>Pursuant to section 2.</u> The provisions of Hermosa Beach Municipal Code Sections</p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council.</p>

	<p>17.26.050 (B), 17.44.030, 17.38.550(B) and 17.40.020 regarding uses permitted within commercial zones, off-street parking requirements and uses for which a conditional use permit is required are hereby temporarily suspended, to the extent they conflict with this Order, to allow for the implementation of item A below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p> <p style="padding-left: 40px;">A. Places of worship and providers of religious services and cultural ceremonies (referred to collectively as “Places of Worship”), may operate outdoors in accordance with Appendix F of the County’s July 18th Order, as that protocol may be updated from time to time by the County Health Officer.</p>	<p>The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
<p>August 25, 2020</p> <p>(Not yet Agendized)</p>	<p>Urgency Ordinance No. __, to Temporarily Permit Places of Worship to Operate Outdoors During the COVID-19 Pandemic.</p> <p><u>Pursuant to section 2.</u> The provisions of Hermosa Beach Municipal Code Sections 17.26.050 (B), 17.44.030, 17.38.550(B) and 17.40.020 regarding uses permitted within commercial zones, off-street parking requirements and uses for which a conditional use permit is required are hereby temporarily suspended, to the extent they conflict with this Ordinance, to allow for the implementation of item A below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p> <p style="padding-left: 40px;">A. Places of worship and providers of religious services and cultural ceremonies (referred to collectively as “Places of Worship”), may operate outdoors in accordance with Appendix F of the County’s Health Officer Order, as that protocol may be updated from time to time by the County Health Officer.</p>	<p>On a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p>

August 25, 2020	<p>City Manager Executive Order No. 2020-___, Implementing Temporary Lane Closures on Hermosa Ave. to Facilitate Outdoor Recreation and Economic Recovery in Accordance with Health officer Orders for Control of COVID-19</p> <ol style="list-style-type: none"> 1. Beginning August 20, 2020, the City in consultation with the City's traffic consultant, may temporarily close to vehicular traffic the northbound and southbound # 2 travel lanes (closest to the curb) on Hermosa Avenue from the 800 block at 8th Street to the 1300 block at 14th street. Lane closures will continue for 6 months following the complete implementation of the traffic control measures approved by the City Council on Aug. 11, unless the closures are extended for a longer period or sooner terminated by the City Council or Director of Emergency Services. 2. Beginning Aug. 20, 2020, the City in consultation with the City's traffic consultant, may temporarily close to vehicular traffic the right turn lanes from westbound Greenwich Village to northbound Hermosa Ave. and the part of Hermosa Ave. immediately adjacent to 2626 Hermosa Ave. The lanes may remain closed until Jan 13, 2021, unless the closures are extended for a longer period or sooner terminated by the City Council. 3. The City shall post signs giving notice of these temporary measures. 4. Use of the closed lanes or parking spaces for any commercial purpose requires a Temporary Permit for Outdoor Dining/Seating and Outdoor Retail Display, as set out in the recitals of this Order. 	The duration of each measure is specified in BOLD to the left.
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From: [tony higgins](#)
To: [Eduardo Sarmiento](#)
Subject: Fwd: Labor Day weekend and Covid Safety
Date: Tuesday, September 1, 2020 12:40:36 PM
Attachments: [image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[View recent photos.png](#)

This should be my last written communications to the council on this matter until we see how the Labor Day Weekend plays out.

START

From: tony higgins <tony.higgins123@gmail.com>
Date: September 1, 2020 at 10:47:28 AM PDT
To: Walter Booty <WalterBooty@outlook.com>
Subject: Fwd: Labor Day weekend and Covid Safety

Fyi

Begin forwarded message:

From: tony higgins <tony.higgins123@gmail.com>
Date: September 1, 2020 at 10:42:28 AM PDT
To: Suja Lowenthal <suja@hermosabeach.gov>, Mayor Campbell <mcampbell@hermosabeach.gov>, Michael Jenkins <MJenkins@localgovlaw.com>, Paul LeBaron <plebaron@hermosabeach.gov>
Cc: City Council <citycouncil@hermosabeach.gov>
Subject: Labor Day weekend and Covid Safety

You all know what is coming to HB this Labor Day Weekend - extreme hot weather is forecast, likely bringing large crowds to our beaches and parks as well as rampant disregard for city, county and state Covid Safety Protocols just like what I documented this past weekend in the attached email.

Covid will be further spread among young people crowding to the beach. As you well know these young people are currently the epicenter of county's infections and these infections will be brought home and ultimately reach vulnerable populations.

There is no reason to believe there will not continue to be abject disregard for the group activities bans at our beaches or parks when Labor Day crowds driven by the heatwave forecast for this weekend descend on our beaches.

Accordingly I demand you either fix the group activity ban signage on our beaches and post mask-required signage on our beaches and green belts and take steps to ensure masks are properly worn by patrons of the outdoor dining facilities you have opened up all over the cities or the city MUST CLOSE THE STRAND, PARKS AND BEACHES FOR THE LABOR DAY WEEKEND.

Can't you see the city is aiding and abetting large numbers of residents who are simply refusing to follow Covid safety protocols?

Can't you see this?

When the city refuses to post the proper signage or enforce the proper use masks by the patrons of outdoor dining venues you are empowering those that are refusing to follow Covid safety

protocols.

You are complicit in the further spread of the virus and directly responsible for Covid deaths, injury and directly responsible for further overwhelming our Counties health care workers.

You are directly responsible!

What is your game plan?

The council is composed of sensible bright people. I have no doubt all of you are smarter and more adept than me.

But the city can no longer tolerate the response of our city manager in terms of the lack of group-activity-ban signage.

Neither can it tolerate the continued failure to place mask-required signage on our beaches and strands nor can it tolerate that patrons of outdoor dining venues are refusing to wear masks as required in the Emergency Order.

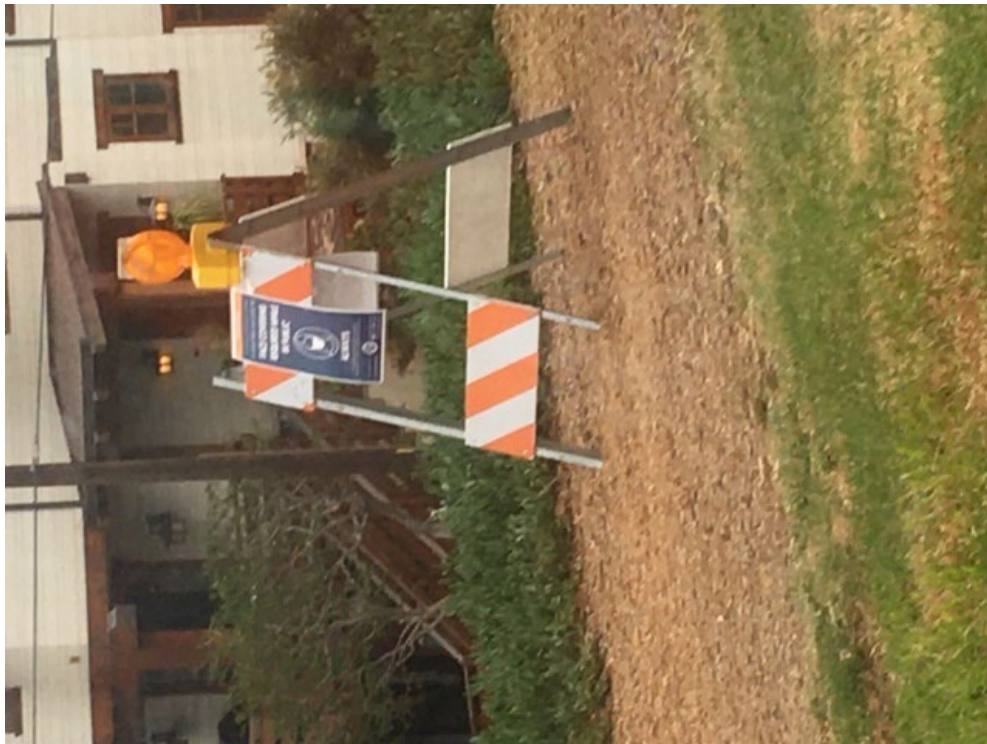
You must ask yourself what does the city manager hope to achieve by continuing to neglect these issues?

What does our city manager hope to achieve???

Over a period of 4 weeks after the 28 July Emergency Order I provided at least 6 emails spelling out exactly where the group-activity ban and mask-required signs were missing on the strand, the beaches, entry points to the central business district and Noble Park.

But little if anything was done.

Compare the total lack of signs on Hermosa's strand, beaches and Greenbelt to the city of Manhattan Beach







The cities actions are having the effect of undermining our Covid safety protocols and encouraging and even support young people as they callously disregard these safety protocols and spread Covid in our community.

These are serious charges. I do not make them lightly. Here is my evidence.

Large segments of our community have made it clear they have no intentions of following the group activities bans at our parks or beaches or wear masks where they are required by the 28 July Emergency Order.

TO RECAP:

First... no group activities ban signage on our beaches

Second.... No Mask-Required signage On our strand or beaches

Third... opening up outdoor dining without requino patrons to wear masks at these outdoor dining venues.

Mr Jenkins did a great job of describing these risks when the council approved the 28 July Emergency Order. Masks were to be worn by patrons at all times except when they were actively shoveling food into their mouths or actively sipping their drinks.

And the city manager actions or rather inaction has directly undermined this Emergency Order and aided and abetted those who have callously disregarded it. And is so doing our city manager has unnecessary endangered vulnerable populations and added to the burden of our overwhelmed health care workers.

That should be an impeachable offense.

The City Manager is complicit. Her disregard of signage, mask requirements at outdoor dining venues and the group activity bans on our beaches is pernicious, arbitrary and destructive.

Fix it or close the parks and beaches for the Labor Day weekend.

Else admit you are not going to protect vulnerable populations and our overwhelmed health care workers from the ravages of the Covid Pandemic and you are going to do nothing to protect us from the lawless disregard of the cities Covid safety protocols. by large segments of our population

Close our Parks, beaches and strands and send a clear message this behavior will not be tolerated in the city of Hermosa Beach.

Sincerely TH

Begin forwarded message:

From: tony higgins <tony.higgins123@gmail.com>
Date: August 30, 2020 at 8:37:58 AM PDT
To: Ryan McDonald <ryan@easyreadernews.com>
Subject: Fwd: Recap of group activities and unmasked activities at Valley Park this morning

Fyi

Begin forwarded message:

From: tony higgins <tony.higgins123@gmail.com>
Date: August 29, 2020 at 8:02:46 PM PDT
To: Suja Lowenthal <suja@hermosabeach.gov>, Mayor Campbell <mcampbell@hermosabeach.gov>, Paul LeBaron <plebaron@hermosabeach.gov>
Cc: City Council <citycouncil@hermosabeach.gov>, Parks Commission <dg_parksrecommission@hermosabch.org>, Michael Jenkins <MJenkins@localgovlaw.com>
Subject: Fwd: Recap of group activities and unmasked activities at Valley Park this morning

Dear Mayor Campbell,
Dear Ms Lowenthal,
Dear Chief LeBaron

This morning I sent you an email assessing the effectiveness of the group activities ban and mask enforcement at Valley Park with the flag football, the exercise classes etc. It's attached.

This afternoon I walked the strand from 26th street to pier avenue.

The number of group activities on the beach was simply overwhelming. Masks on the beach were virtually non-existent.

The fact that there were so many large group activities centered around volleyball courts and beach tennis made me wonder who is in charge and ***what are these volleyball and beach tennis nets doing up doing up in the first place.***

I provide numerous pictures below.

As I said mask compliance on the beach is virtually non-existent running at less than 2%

Group activities on the beach are everywhere despite the countywide ban.

You wouldn't know there was a ban on Beach group activities or a requirement to wear Masks because even at this late date there are still no group activities ban or masks required signs posted ANYWHERE north of Pier Avenue.

What is happening is crazy.

Hermosa Beach is totally out of control related to its Covid safety protocols and if you can't see it it's because you don't want to confront it.

It should be clear that if you continue down this course you will get more economic loss, more death, more infections more serious long term injury and more Covid hospitalization.

[NOTE: More Hospitalizations is probably the statistics that bears closest watching since it encompasses both long term injury and death]

If the city continue down the course it's on you are perpetuating a sham and a fraud on the citizens of Hermosa Beach.

If you continue down the same path you are saying to our overwhelmed health care workers and vulnerable populations we don't give a damn about you.

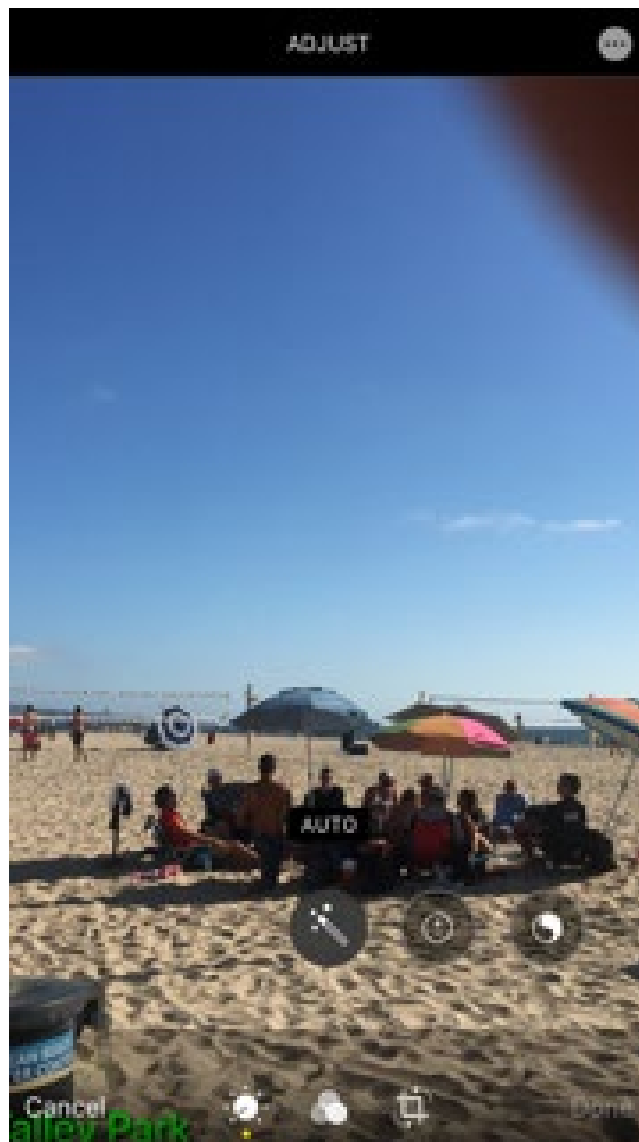
I still believe we should draft or enlist the cities salaried managers and directors and get them working extra hours to engage, encourage and cajole our residents and visitors to resist the temptation to engage in illegal group activities on our beaches and to wear masks. See earlier email for detail.

But after walking down the strand today it's very clear the situation is totally out of control vis a vis Covid Safety Protocols.

The council must send a clear and unambiguous message NOW by closing the beach and strand else just abandon the Covid Safety Protocols entirely and inform the general public the city does not have the wherewithal to protect our vulnerable populations and our health care workers

If you aren't going to do close the beaches and strand at least have the courage to say you can't manage the situation.

Here are some pictures I took on the beach this afternoon. They drive home my point.

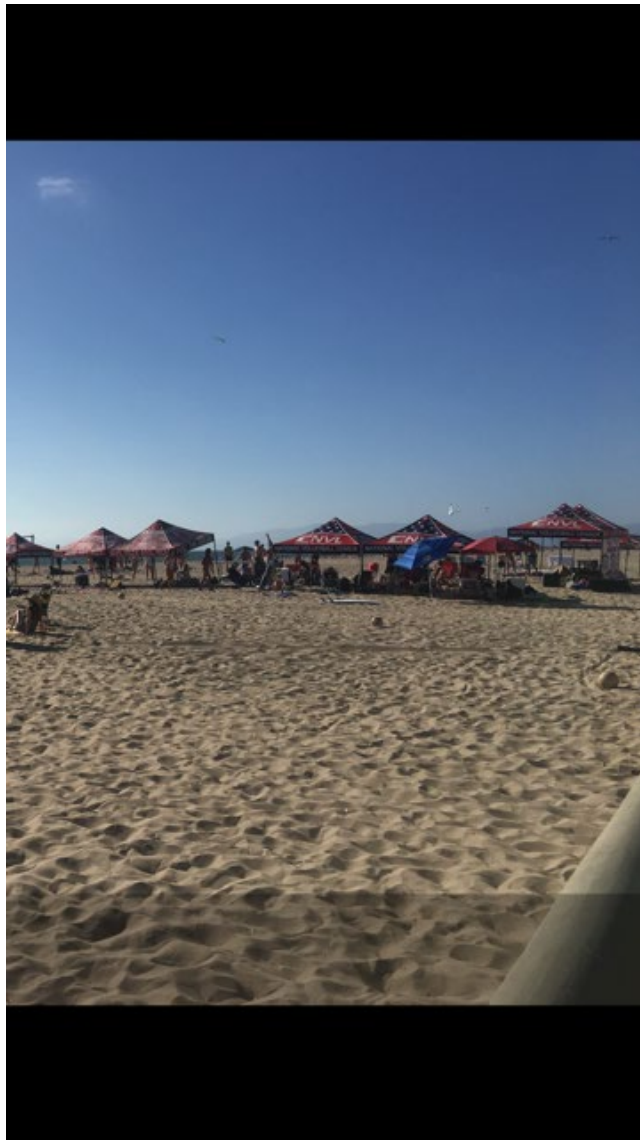


No one wearing a mask. Volleyball being played everywhere.

What are the nets doing up in the first place? Don't the police Cruze up and down the beach every hour or so?

And can't you see that volleyball is a high risk

Crazy insane!



27th Street. No masks



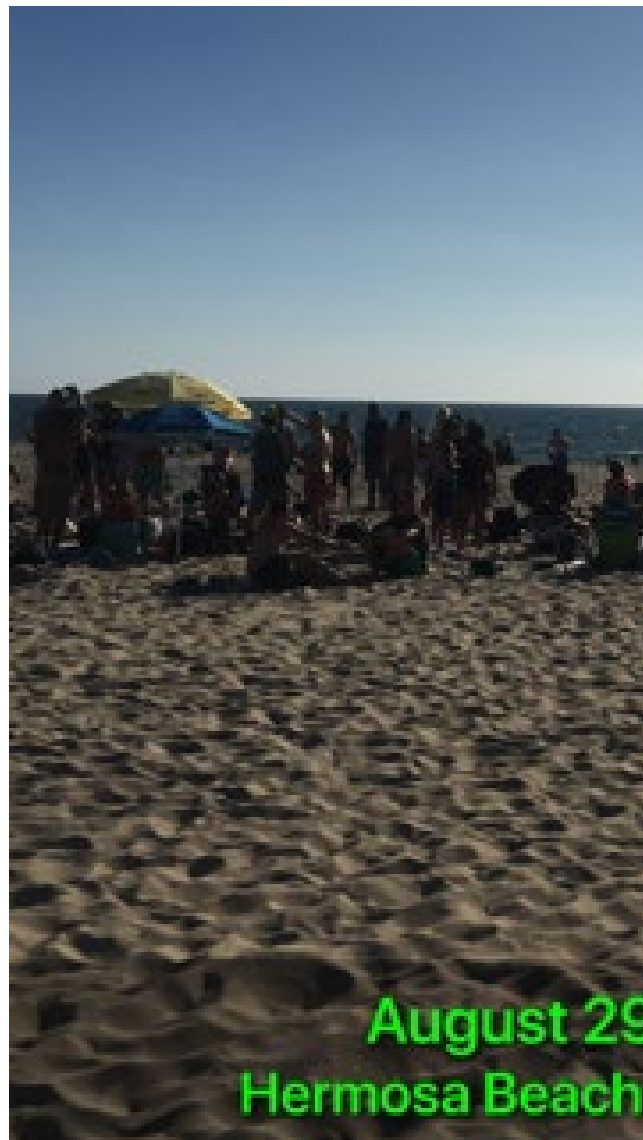
August 29, 2020
Hermosa Beach - Valley Park



Not one mask



No masks!!!!



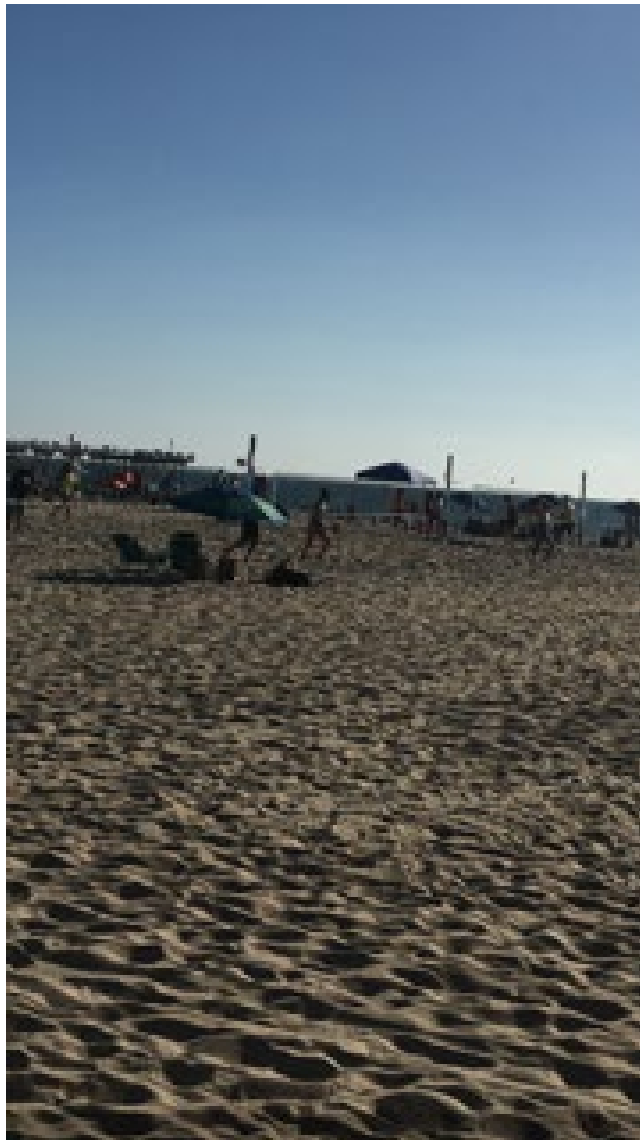
Different group... no masks.... open alcohol.



Further down the beach towards the pier more volleyball



Totem pole court. More volleyball. Once again why is the police allowing these nets. They should be confiscated No?



Beach Tennis courts????

Why are the nets up?

Why haven't they been removed.



And the idea that people are going to pull up their mask except when they are shoveling food into their mouths or sipping their drinks is utterly absurd. You know this will never happen yet you continue to expand outdoor dining.

The beach strand parks and greenbelt must be closed for a week or two to send the message the city isn't messing around with it's Covid safety protocols - that or just abandon the the effort and tell vulnerable populations and health care workers there is nothing you can do for them.

But don't lie by misrepresentation.

Sincerely AH

Begin forwarded message:

From: tony higgins <tony.higgins123@gmail.com>
Date: August 29, 2020 at 10:27:03 AM PDT
To: Suja Lowenthal <suja@hermosabeach.gov>, Kelly Orta <korta@hermosabeach.gov>
Cc: Mayor Campbell <mcampbell@hermosabeach.gov>, City Council <citycouncil@hermosabeach.gov>, Parks Commission <dg_parksreccommission@hermosabch.org>, Paul LeBaron <plebaron@hermosabeach.gov>
Subject: Recap of group activities and unmasked activities at Valley Park this morning



Above - Group of young adolescents playing full contact flag football.

While some studies have shown that asymptomatic young children 2-7 years of age may not spread Covid effectively there have been no studies that show that as kids approach adolescent they do not transmit Covid just as effectively as asymptomatic adults. In fact some studies have confirmed asymptomatic adolescent children transmit Covid just as effectively as adults

You may say well they are outside so what's the risk.

If so you obviously don't understand football.

The kids push off and block each other. When they are winded and breathing hard they still huddle up after each play exchanging high fives, droplets and aerosols face to face in close proximity

Physical Contact spreads droplets and snot everywhere.

And the fact that none of the adults or coaches were wearing masks sets a totally unacceptable example.



Here, this morning we have a group of 8 or so 25-40 year old young men doing wind sprints. No one wearing masks. What group activities ban???

What mask requirement???



Here we have a group of young men and women

Group activities ban???

And no one is wearing masks,,,

Here is the thing.

It's common knowledge that Saturday morning is a peak period for group activities at valley park.

Where is the enforcement.

2nd thing. If you are not going to enforce these laws what is the point of having them. To make yourselves feel less accountable for the death and suffering? All you are doing by not enforcing is dragging out both the death and suffering and the economic loss.

You have to walk down one side or the other. Enforcement or just open things up and and try for herd immunity as quickly as possible

Walk down the middle of the road and set us up for a Covid rollercoaster ride where both economic loss and loss of life and suffering is maximized.

Is that what you want?

Sincerely AH



Staff Report

Staff Report

REPORT 20-0586

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020

**CONSIDERATION OF DRAFT CONCEPTS FOR TEMPORARY LANE
CLOSURES ON PIER AVENUE TO FACILITATE FOOT TRAFFIC AND
OUTDOOR DINING AND RETAIL OPTIONS WITHIN THE PUBLIC RIGHT-
OF-WAY**

(Environmental Programs Manager Douglas Krauss and Environmental Analyst
Leeanne Singleton)

Recommended Action:

Staff recommends that City Council:

- 1) Discuss and provide direction on which, if any, design concepts should be implemented on a temporary basis to facilitate foot traffic, bicycle travel, and outdoor dining options within the public right-of-way along Pier Avenue, between Hermosa Avenue and Valley Drive;
- 2) Authorize \$39,000 to fund implementation of lane reconfiguration and associated work on Pier Avenue, between Hermosa Avenue and Valley Drive. Expenditures would be submitted to the California Office of Emergency Services (Cal OES) for Federal Emergency Management Agency (FEMA) grant funding; and
- 3) Authorize the City Manager to issue an executive order directing the reconfiguration and including any CEQA analysis.

Executive Summary:

The City of Hermosa Beach has considered a series of temporary outdoor and open space programs that would safely facilitate foot traffic along Hermosa Beach business corridors and provide space within the public right-of-way to provide outdoor dining and/or shopping space during the COVID-19 pandemic while physical-distancing and safety protocols are in place. At the July 14th meeting, City Council provided direction to staff to work with a consultant to develop concepts for possible lane closures on Hermosa Avenue and Pier Avenue to help achieve these goals. Staff has worked with a consultant traffic engineer to develop two design concepts for Pier Avenue, between Hermosa Avenue and Valley Drive and staff is seeking Council feedback on these concepts.

Background:

At the May 12, 2020 City Council meeting, City staff brought before the Council an item describing a proposed Summer Streets program. The program was drafted to explore opportunities to repurpose

Staff Report

REPORT 20-0586

sections of public rights-of-way to improve multi-modal traffic safety and expand physical-distancing options for the public and businesses per Los Angeles County Health orders related to the COVID-19 pandemic. The program included expanding bike lanes, converting parking spaces to outdoor dining areas, traffic calming associated with enhancing multi-modal transportation, and a number of other potential measures. Los Angeles County Department of Public Health, in alignment with the State Health Order, closed all non-essential business sectors in March of 2020 to slow the spread of COVID-19. As the rate of spread declined, various select business sectors were reopened to full operations including restaurants, bars, breweries, and other eating establishments. At the time of reopening, restaurants operated under the thought that the business sector would remain open. In July of 2020, the Governor, in response to rapidly-increasing case rates and hospitalizations, completely closed bars, breweries, and the indoor operations of restaurants. The closure of indoor operations of restaurants, with no anticipated reopening date specified, called on local jurisdictions and restaurants to consider expanding outdoor dining operations in a safe and effective manner.

The City Council, at its meeting on May 12, provided staff direction to work with the Economic Development Committee to explore aspects of the program that could directly benefit local businesses. At the following meeting, Council approved an urgency ordinance to implement a temporary permit program to provide outdoor dining/seating and outdoor retail options in the public right-of-way.

At the July 14th meeting, staff brought an item to Council seeking direction on potential closures of travel lanes on the downtown sections of Hermosa and Pier Avenues to encourage increased foot traffic and expand outdoor dining and retail opportunities in the public right-of-way. Council directed staff to secure the services of a traffic engineering consultant to develop plans for these potential lane closures. At the August 11th meeting, staff presented Council three lane configuration concepts for Hermosa Avenue. Council chose one of the concepts, directed staff to proceed with implementation, extended the southern extent of the work to 8th Street, and directed the reconfiguration to remain in place for a minimum of six months after implementation. Staff worked with the traffic engineering consultant to draft four concepts for Pier Avenue. After consulting with Economic Development Subcommittee and its Stakeholder Group, two of the four concepts (Concepts 2 and 3) were determined to be undesirable and infeasible as each proposed a total loss of parking on one side of the street. The two preferred concepts are provided in **Attachment 1**.

Discussion:

The two concepts attached address Pier Avenue, between Hermosa Avenue and Valley Drive. Each concept includes different approaches to parking configurations and bicycle travel. The table below summarizes features of each concept:

Staff Report

REPORT 20-0586

	# of Parking Spaces (totals will vary with dining deck installations)	Type of Parking	Bike Travel	Outdoor Dining/Retail Space (Distance from Curb)
Existing	109 + 6 motorcycle (67 on North, 42 on South)	Mix of Parallel and Head -in diagonal	Sharrow in #2 travel lane both directions	7 feet in parallel spots. 14 feet in diagonal spots.
Concept 1	107 + 6 motorcycle	Reverse Angle Parking will replace all head-in diagonal parking. Parallel parking remains on South side	Dedicated Class 2 (painted) bike lane in former #2 travel lane in both directions	Approximately 14 feet on both sides
Concept 4	115 + 6 motorcycle (67 on North, 48 on South)	Reverse Angle parking on South side. Head in diagonal (no change) on north side.	Sharrow in #1 lane on South side. Sharrow in #2 lane on North side.	Approximately 14 feet on both sides.

As a temporary project, both concepts rely primarily on restriping and the installation of signage. No significant installation of new structures nor construction or removal of infrastructure would be necessary to implement these concepts. Businesses would be responsible for building their own decks and installing necessary barriers. Businesses with existing on-street decks can expand to fit the new configuration with no additional City permit fees.

The two concepts were shared with the Economic Recovery and Resiliency Stakeholder Group at its August 19th meeting where preferences were expressed for Concepts 1 and 4. The concepts were also shared with the Economic Development Committee at its August 31st. Staff is conducting additional outreach on these concepts with Pier Avenue businesses. In response to the urgency of this project, staff is working to contact these businesses directly via email, phone, and site visits and their feedback will be provided as a supplemental prior to the September 8 Council meeting.

Staff is seeking Council selection and/or direction on these concepts so refinements can be made and final construction and traffic control plans developed. Additionally, staff would then be able to finalize an analysis under CEQA. Finalization of these plans would take approximately two weeks, at which time staff would begin to solicit bids from potential contractors. Final implementation for this section of Pier Avenue could be complete in mid-October. Staff recommends the lane reconfigurations remain in place six months from implementation, consistent with the Council's authorization of similar reconfigurations on Hermosa Avenue. The consultant has provided a rough estimate of approximately \$30,000 for the costs of implementation. The consultant's fees for developing these concepts and the final plans are estimated to be approximately \$9,000. The allocation of \$8,000 for corresponding traffic counts pre and post reconfiguration was included in Council's approval of the Hermosa Avenue lane reconfigurations on August 11th.

Staff Report

REPORT 20-0586

Past Council Actions

Meeting Date	Description
July 14, 2020	Directed to staff to proceed with development of lane closure plans
August 11, 2020	Chose a lane configuration concept for Hermosa Avenue, extended it to 8 th Street, and provided a six-month duration

General Plan Consistency:

The proposed program options match the model of “living streets,” also known as “complete streets,” and a key guiding principle of the General Plan Vision is to foster a vibrant local economy. A living street combines safety and livability while supporting ground floor and outdoor economic activities. This centers on designing streets that can be safely shared by both vehicular and non-vehicular traffic. A living street should also contribute to an engaging public realm and a vibrant local economy.

Relevant Policies are listed below:

Governance

Goal 6. A broad-based and long-term economic development strategy for Hermosa Beach that supports existing businesses while attracting new business and tourism.

Policies:

- **6.4 Business support.** Support the Chamber of Commerce, retailers, tourist service businesses, artists, and other agencies to develop an aggressive marketing strategy with implementation procedures.
- **6.6 Pop-up shops.** Develop plans and programs for underutilized spaces, such as vacant buildings, utility corridors, parkways, etc., for temporary retail, restaurant, and community promoting uses.

Mobility

Goal 1. Complete Streets (Living Streets) that serve the diverse functions of mobility, commerce, recreation, and community engagement for all users whether they travel by walking, bicycling, transit, or driving.

Policies:

- **1.1 Consider all modes.** Require the planning, design, and construction of all new and existing transportation projects to consider the needs of all modes of travel to create safe, livable and inviting environments for all users of the system.

Staff Report

REPORT 20-0586

Mobility

Goal 7. A transportation system that results in zero transportation-related fatalities and which minimizes injuries.

Policies:

- **7.1 Safe public right-of-ways** . Encourage that all public right-of-ways are safe for all users at
- **7.1 Safe public right-of-ways** . Encourage that all public right-of-ways are safe for all users at all times of day where users of all ages and ability feel comfortable participating in both motorized and non-motorized travel.

Fiscal Impact:

The total cost for developing the final plans, implementing the reconfigurations, and performing associated traffic counts-estimated to be approximately \$39,000-would be submitted to Cal OES for FEMA reimbursement.

Attachments:

1. Pier Avenue Concepts



Respectfully Submitted by: Douglas Krauss, Environmental Program Manager and LEEANNE Singleton, Environmental Analyst

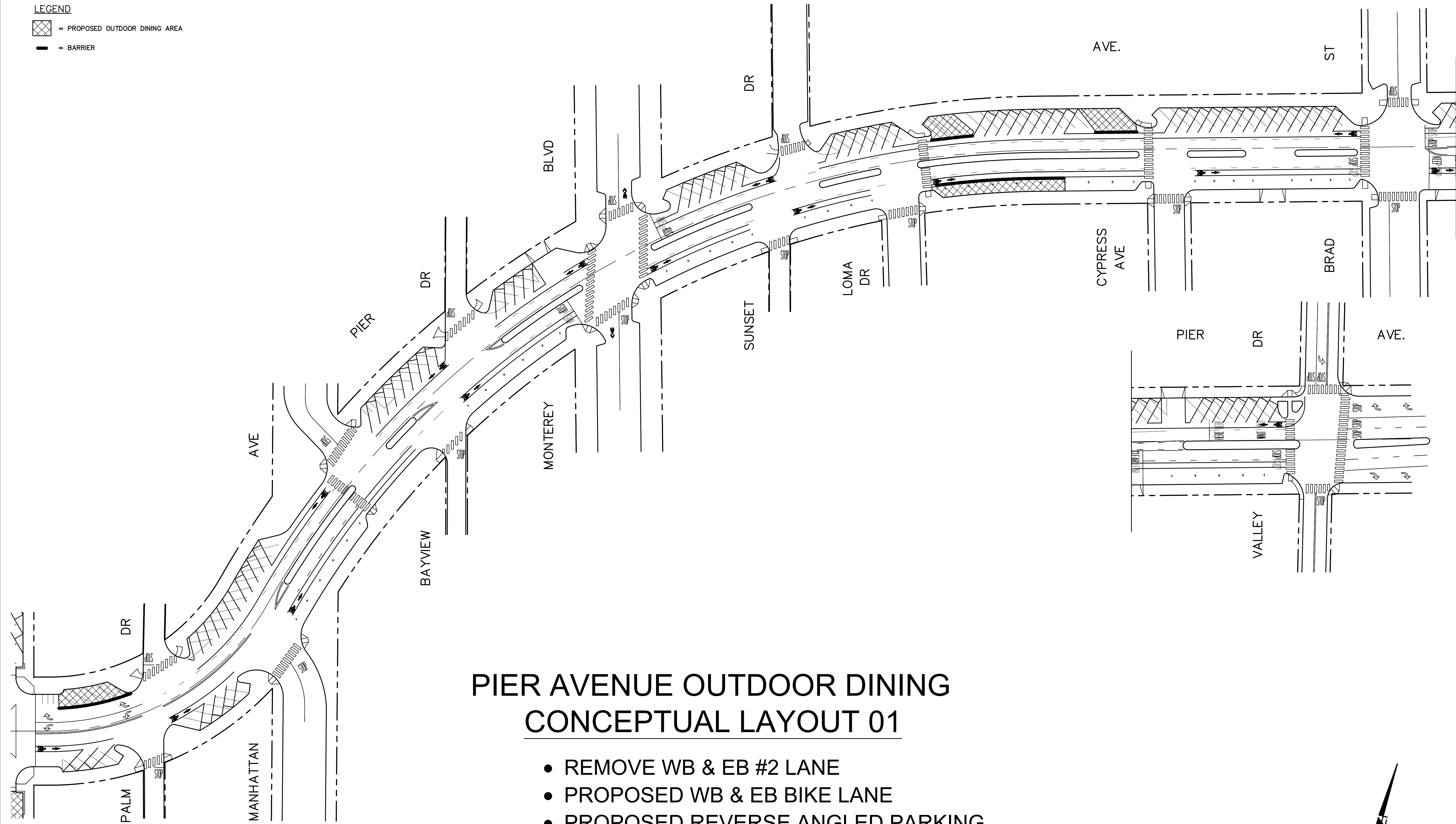
Concur: Marnell Gibson, Public Works Director

Noted for Fiscal Impact: Viki Copeland, Finance Director

Approved: Suja Lowenthal, City Manager

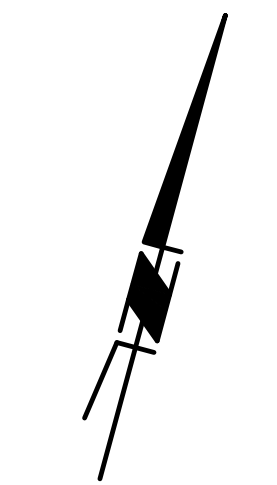
LEGEND

-  = PROPOSED OUTDOOR DINING AREA
 = BARRIER





PIER AVENUE OUTDOOR DINING CONCEPTUAL LAYOUT 01

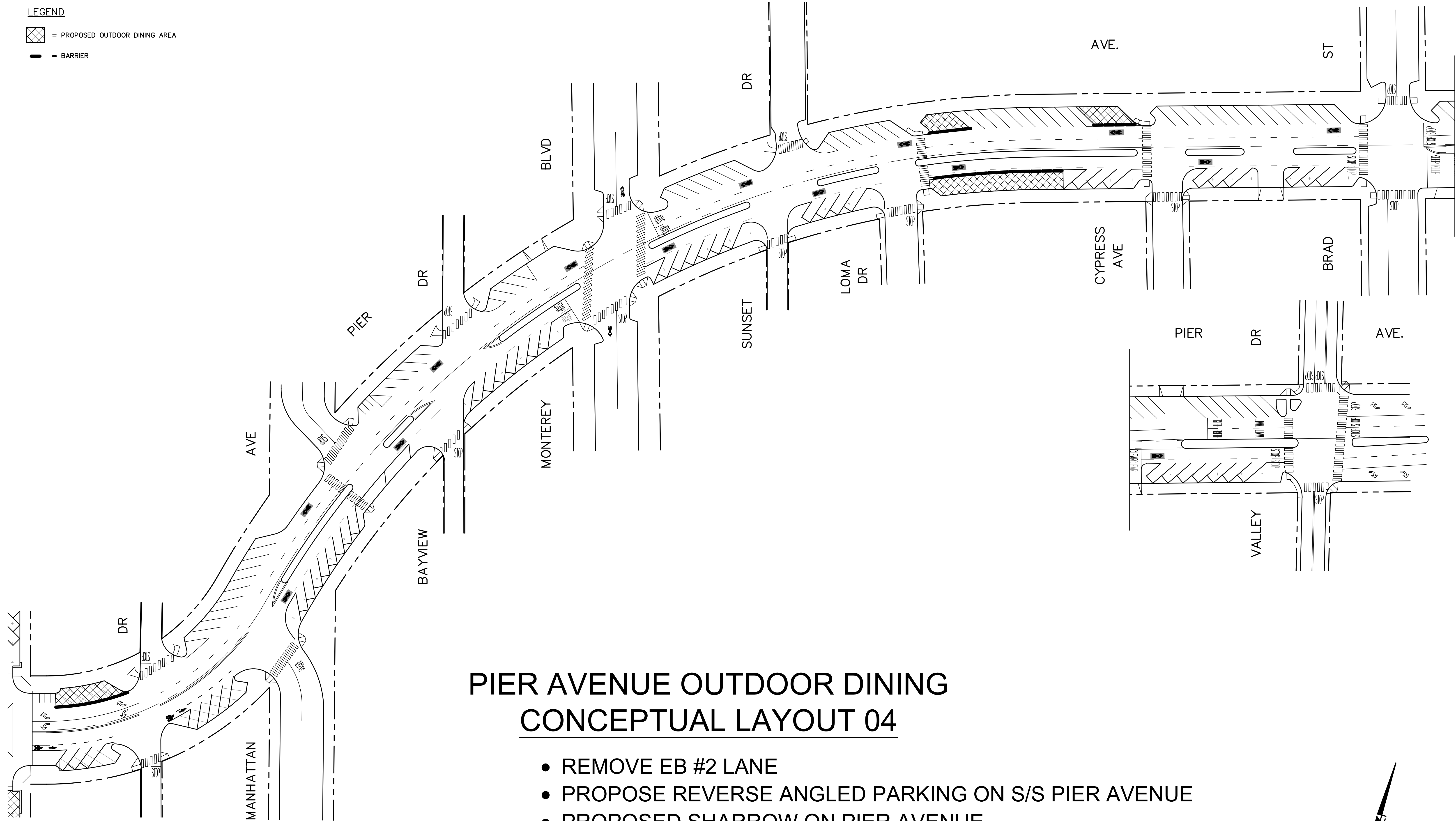
- REMOVE WB & EB #2 LANE
- PROPOSED WB & EB BIKE LANE
- PROPOSED REVERSE ANGLED PARKING



LEGEND

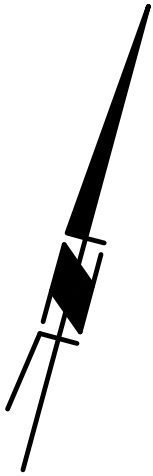
 = PROPOSED OUTDOOR DINING AREA

 = BARRIER



PIER AVENUE OUTDOOR DINING CONCEPTUAL LAYOUT 04

- REMOVE EB #2 LANE
- PROPOSE REVERSE ANGLED PARKING ON S/S PIER AVENUE
- PROPOSED SHARROW ON PIER AVENUE



From: Kathy Knoll <kathyknoll@earthlink.net>

Sent: Tuesday, September 8, 2020 10:01 AM

To: Douglas Krauss <dkrauss@hermosabeach.gov>; Suja Lowenthal <suja@hermosabeach.gov>; Ken Robertson <Krobertson@hermosabeach.gov>; Mary Campbell <drmarycampbell@gmail.com>; Councilmember Stacey Armato <sarmato@hermosabeach.gov>; Mayor Pro Tem Justin Massey <jmassey@hermosabeach.gov>; Councilmember Hany Fangary <hfangary@hermosabeach.gov>; Michael Detoy <mdetoy@hermosabeach.gov>; Leeanne Singleton <lsingleton@hermosabeach.gov>

Subject: Pier ave street closure.

Dear Mayor Campbell and Council-members.

I have reached out to several businesses /DHBA regarding tonight discussion on the Pier Avenue street closure concepts and we are all in agreement that we like option 1.

We absolutely do not like option 4! We hope you will consider our input while making this decision.

Thank you. Kathy Knoll

Sent from my iPhone

From: peter@electpetertucker.com <peter@electpetertucker.com>

Sent: Tuesday, September 8, 2020 2:37 PM

To: City Council <citycouncil@hermosabeach.gov>

Cc: City Clerk <cityclerk@hermosabeach.gov>; Ann Yang <anny@hermosabch.org>

Subject: XIV Municipal Matter (b) Report 20-0586 Please pace in Council Meeting of 09/08/2020

The Council will be providing direction tonight (09;/08/20/20) on temporary lane closures on Pier Avenue. by lane reconfiguration or reduction on lanes.

In a article The Beach Reporter (07/15/2020) Leeanne Singtelon said “the plan could be designed to provide additional walking and biking space, but could also cause traffic congestion through downtown due to decrease the decrease of lanes .To accommodate this plan, she also stated “that we push other vehicular traffic to side streets and residential streets in looking at an option like this” Pier Ave when designed both the one lane to two lanes concept was looked at by painting these lane configurations as a test and it was found that two lanes were the best way for an Arterial Street to function .

Pier Ave has Local Streets (Loma DR.) ,Collector Streets(Monterey, Manhattan Ave) connecting to Pier Ave (Arterial) that move traffic to a high capacity road (PCH). Today with Covid19 there is less traffic and schools are out reducing the traffic. The one lane test showed that both in the morning and afternoon traffic backed up due to the lane reduction in both directions.

Hermosa Ave is an Arterial road and by closing it to one lane it will also have the same pushing of vehicle to collector streets that will them cause Pier the Arterial Street to back up.

Reducing the traffic lanes on Pier or Hermosa Ave will the capacity of moving residents and visitors in an out of Hermosa. Paradise Pines during the Camp fire resident were not able to escape the area for the Arterial roads were reduce 2 lanes each way to one lane each way. This caused reduce vehicle escape routes out for harms way. As a property owner in Paradise Pines I personally know residents who told me of the horror stories of trying to escape the flames. The placing of these outdoor space at the curb flow gutter will could cause flooding due the blocking by these structures preventing the water to reach the drainage basins. This could cause flooding to the business on Pier which was a major design feature to prevent in the reconstruction of Pier

This I know is a temporary fix but please think of the problems this could cause in the case of an emergency.

Schools will reopen and on a good weather day people will need to have access to downtown and be able to level in an orderly manner.

The business have had a change for their input on this consideration but the residents in the area who could be affected by addition traffic have not.

Peter Tucker

Member of the Pier Ave Design Team

Former Councilmember



From: vic abajianlaw.com <vic@abajianlaw.com>
Sent: Tuesday, September 8, 2020 4:48 PM
To: Eduardo Sarmiento <esarmiento@hermosabeach.gov>
Subject: RE: 9-8-2020 City Council Meeting -

Dear Mayor and Counsel members:

I live on Monterey Blvd. near Pier Avenue (South of Pier Avenue). I have reviewed Pier Avenue Concept 8-24-20 Option 1 which proposes closing WB and EB #2 lane, and Option 4 which proposes closing EB #2 lane.

Although I feel for the local businesses (I own a restaurant in Hollywood that is still shut down) the City should not close any lanes on Pier Avenue, a street that provides commercial access to the beach and surroundings areas. Closing any lanes on Pier will increase traffic on Monterey and other side streets. At a minimum, closure of a lane on Pier will slow traffic and will further push incoming cars to side street through mobile apps that direct traffic instead of feeding them through Pier.

If the City plans to close lanes on Pier Avenue they should assign additional police patrols to Monterey and the surrounding streets. They should also convert these streets into one way lanes pushing traffic to Pier Avenue and perhaps Hermosa – the more commercially friendly roads. In addition, the city could put up dividers preventing cars from crossing through Pier so that cars would then have to turn EB or WB.

All of the neighbors feel the same way. We need some assistance with the traffic.

Respectfully,
Vicken Abaji

Vic Abajian, LL.M.
Tax Attorney

Abajian Law,
A Professional Corporation

500 N. Brand Blvd., Suite 1740
Glendale, CA 91203
office: (818) 396-5059
fax: (888) 804-0517
vic@abajianlaw.com
www.abajianlaw.com



Staff Report

Staff Report

REPORT 20-0594

Honorable Mayor and Members of the Hermosa Beach City Council
Adjourned Regular Meeting of September 8, 2020

**AUTHORIZATION OF CITY CLERK TO ADVERTISE AND
REQUEST APPLICATIONS FOR A REPRESENTATIVE TO
THE LOS ANGELES COUNTY WEST VECTOR AND
VECTOR-BORNE CONTROL DISTRICT BOARD**

(City Clerk Eduardo Sarmiento)

Recommended Action:

Staff recommends that City Council authorize the City Clerk to advertise and request applications for a Hermosa Beach representative to the Los Angeles County West Vector and Vector-Borne Control District Board, to be appointed at the Council meeting of January 12, 2021 for a two-year term ending December 31, 2022.

Background:

In June 2018, the Beach Cities Health District asked the City to consider appointing a representative to the Los Angeles County West Vector and Vector-Borne Control Disease Board.

Los Angeles County West Vector & Vector-Borne Disease Control District

The Los Angeles County West Vector & Vector-Borne Disease Control District (District) was formed in 1944 and consisted of only five square miles. Over the next 72 years, there have been numerous annexations into the District. At the present time, the District covers over 720 square miles, contains 23 cities and unincorporated territory of the County of Los Angeles, and provides services for over 4,600,000 people. This makes the Los Angeles County West Vector & Vector-Borne Disease Control District the second largest vector control district in the State of California by population served.

The District includes the cities of Agoura Hills, Beverly Hills, Calabasas, Culver City, El Segundo, Hawthorne, Hermosa Beach, Hidden Hills, Inglewood, Lawndale, Lomita, the westerly portion of Los Angeles City, Malibu, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Santa Monica, Torrance, West Hollywood, Westlake Village, and unincorporated territory of the County of Los Angeles.

Staff Report

REPORT 20-0594

The District is governed by a Board of Trustees (Attachment 2). Each city and county within the boundaries of the District has a right to appoint a representative to the Board. The Board of Trustees establishes District policies and makes budget decisions including that of the salaries and benefits of all District employees. Individual Trustees cannot act independently to change policies, guidelines or budget items including salaries and benefits. All policy, guideline, and budget changes must be an act of the full Board at a scheduled and publicly posted meeting of the Board of Trustees.

Board of Trustees Meeting Schedule

The regular meetings of the Board of Trustees are held once every two months on the second Thursday of the month at 7:30 p.m. at the District's headquarters located at 6750 Centinela Avenue, Culver City. There is a total of six meetings per year (January, March, May, July, September, November).

Appointing a Representative

Each city and county within the boundaries of the District has a right to appoint a representative to the Board. A Trustee must be a resident and an elector (registered to vote) of the city from which he/she is appointed.

Appointment term periods are two years each and permanently preset for each city to provide evenly spaced turnover on the Board of Trustees. The present term for the City of Hermosa Beach began on January 1, 2018 and will end on December 31, 2020. Following this set term, the City Council may reappoint the existing trustee for another two-year term or appoint a new trustee for a two-year term. It is not possible to pre-appoint terms before they expire.

Alternatively, the City Council may direct the City Clerk to advertise and request applications for the position. Procedures would be similar to advertising and requesting applications for Board or Commission seats. A notice inviting applications would be placed on the City's website, posted in the usual Civic Center locations, sent to residents who signed up for e-notifications, and published twice in the Easy Reader (on September 17 and October 24), setting an application filing deadline of Tuesday, November 19, 2020 with a report back to the Council at its meeting of December 8, 2020 for the scheduling of applicant interviews, with an appointment to be made at the meeting of January 12, 2021. The appointed representative would serve a two-year term ending December 31, 2022.

Fiscal Implications:

Other than the cost of advertising in the Easy Reader, there are no fiscal impacts associated with the recommended action to the City. Trustees who attend the regularly scheduled meeting are compensated by the District with a payment of \$100 in lieu of expenses. By law, Trustees must attend the meeting to receive this compensation. If additional meetings are necessary during the month, no additional compensation is awarded. No Trustee can receive more than \$100 per month

Staff Report

REPORT 20-0594

for serving on the Board regardless of the number of meetings.

Attachments:

1. Trustee Information Sheet
2. Board of Trustees
3. Link to District website

Respectfully Submitted by: Eduardo Sarmiento, City Clerk

Concur: Suja Lowenthal, City Manager

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

**Los Angeles County West Vector
& Vector-Borne Disease Control District
6750 Centinela Avenue, Culver City, California 90230
(310) 915-7370 ext. 223
rsaviskas@lawestvector.org**

**Trustee Information Sheet
City of Hermosa Beach**

Below is information with respect to the appointment of a Trustee to the Board of the Los Angeles County West Vector & Vector-Borne Disease Control District (District):

1. A trustee must be a resident and an elector (registered to vote) of the city from which the appointment is made.
2. Each term is two (2) years in length.
3. Term periods are permanently preset for each city to provide evenly spaced turnover on the Board of Trustees.
4. **Present Term:** The present term for the City of Hermosa Beach began on January 1, 2018 and will end on December 31, 2020. If a new trustee is appointed at any time after January 1, 2018 and before December 31, 2020, that new trustee will be finishing out the city's present two-year established term period that will end on December 31, 2018. Following this set term that ends on December 31, 2020, the City Council may reappoint the existing trustee for another two (2) year term or appoint a new trustee for the two (2) year term. It is not possible to pre-appoint terms before they expire.
5. **Regular Meetings:** The regular meetings of the Board of Trustees are held:
When: Once every two months on the 2nd Thursday of the month at 7:30p.m.
Location: 6750 Centinela Avenue, Culver City (District's Headquarters)
Total Number of Meetings/yr. (6): There are a total of six (6) meetings per year in alternate months (January, March, May, July, Sept., & Nov.)
6. Trustees who attend the regularly scheduled meeting are compensated with a payment of \$100 in lieu of expenses. By law, trustees must attend the meeting to receive this compensation.
7. **Procedure for appointing a Trustee by a city:** Appointments or reappointments need to be put on the agenda of a regularly scheduled city council meeting. After the item is addressed in open session, a vote is taken to confirm the appointment or reappointment. Codes require that the District be notified of the appointment by email or in writing through mail from the City Clerk.

Statement of Economic Interest, Form 700: New trustees are required by the Fair Political Practices Commission to fill out a Statement of Economic Interest, Form 700 (assuming office) and return it to our office. It must be a wet-signature copy that is sent in to us for filing and forwarding to the commission. A photocopy is not acceptable.

Please contact me at any of the numbers below if your city council has any additional questions.

Best regards,

Robert Saviskas M.S., R.E.H.S.
Executive Director
Los Angeles County West Vector
& Vector-Borne Disease Control District
6750 Centinela Avenue Culver City, CA 90230
Ph.: (310) 915-7370 Ext. 223
Email: rsaviskas@lawestvector.org

**Los Angeles County West Vector & Vector-Borne Disease Control District
Board of Trustees**

City	Board Member
Beverly Hills	Bill DiSalvo
Calabasas	James R. Bozajian
Culver City	Jay Garacochea
Hawthorne	Olivia Valentine
Hermosa Beach	James Fasola
Inglewood	Cheryl Matthews
Lawndale	James Osborne
Lomita	James Gazeley
Malibu	Barbara Barsocchini
Manhattan Beach	John Frazee
Palos Verdes Estates	Bill Ailor
Rancho Palos Verdes	Elizabeth Sala
Redondo Beach	Mary Drummer
Rolling Hills Estates	Steven Zuckerman
Santa Monica	Nancy Greenstein
Torrance	Mike Griffiths
West Hollywood	Chad Blouin



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

20-0572

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of September 8, 2020**

TENTATIVE FUTURE AGENDA ITEMS

Attached is the current list of tentative future agenda items for Council's information.

Attachments:

Tentative Future Agenda Items

TENTATIVE FUTURE AGENDA ITEMS

SEPTEMBER 22, 2020 @ 6:00 PM		INITIAL DATE
CLOSED SESSION		
SEPTEMBER 22, 2020 @ 7:00 PM		
PRESENTATIONS		
COVID-19 HEALTH UPDATE FROM BEACH CITIES HEALTH DISTRICT		
CITY MANAGER REPORTS		
COVID-19 Update		
Quarterly Strand Enforcement Update		
CITY COUNCILMEMBER COMMENTS		
Updates from City Council Ad Hoc Subcommittees and Standing Committee Delegates/Alternates		
CONSENT CALENDAR		
City Council Minutes	City Clerk	Ongoing
Check Registers	Finance Director	Ongoing
Revenue Report, Expenditure Report and CIP Report by Project for July and August 2020	Finance Director	Ongoing
City Treasurer’s Report and Cash Balance Report for July and August 2020	City Treasurer	Ongoing
Cancellation of Certain Checks	City Treasurer	Ongoing
Reappropriation of funds from 2019-20 to 2020-2021, Revenue Revisions related to the Reappropriations	Finance Director	Annual
Recommendation to receive and file the action minutes of the Public Works Commission meeting of July 15, 2020.	Public Works Director	Ongoing
Public Works Project Status Report	Public Works Director	Ongoing
Recommendation to receive and file the action minutes of the Planning Commission meeting of September 15, 2020.	Community Development Director	Ongoing
Planning Commission Tentative Future Agenda Items	Community Development Director	Ongoing
Los Angeles Fire Services and McCormick Ambulance Monthly Report for July 2020	Emergency Management Coordinator	Ongoing
Recommendation to Reject Claim	Human Resources Manager	Staff Request Aug. 12, 2020
STAR Program Agreement	Community Resources Manager	Staff Request Aug. 31, 2020
Confirmation of Executive Order 2020-12	City Attorney	Staff Request Sept. 2, 2020
MUNICIPAL MATTERS		
Community Theatre Needs Assessment Presentation by the DLR Group	Community Resources Manager	Staff Request July 28, 2020
Receive report on emergency enforcement measures to ensure restaurants and alcohol serving establishments comply with LA County physical distancing and safety orders as they continue to reopen (verbal report)	Police Chief/Community Development Director	Council Direction June 23, 2020
Amendment to Eviction Moratorium	City Attorney	Staff Request Sept. 2, 2020
North School Transportation Management Plan	Environmental Analyst	Council Direction
Consideration of Concepts for Lane Configurations on Hermosa Ave.	Environmental Programs Manager/Environmental Analyst	Staff Request Aug. 25, 2020
Refund/Refinance of Oil Settlement Bonds	Finance Director	Staff Request July 29, 2020
Response to Grand Jury on Organic Waste	Environmental Programs Manager	Staff Request July 20, 2020
Designation of voting Delegate and Alternate for the League of California Cities 2020 Annual Conference and consideration of the League of California Cities Annual Conference Resolutions	Assistant to the City Manager	Annual
FUTURE AGENDA ITEMS		
Tentative Future Agenda Items	City Manager	Ongoing

TUESDAY, SEPTEMBER 29, 2020 @ 6:00 P.M.
TENTATIVE – JOINT CITY COUNCIL AND PARKS & RECREATION COMMISSION STUDY SESSION: COMMUNITY THEATRE NEEDS ASSESSMENT

WEDNESDAY, OCTOBER 7, 2020
NO STUDY SESSION

SATURDAY, OCTOBER 10, 2020 @ 8:00 A.M.
TENTATIVE - VIRTUAL CITY COUNCIL RETREAT

OCTOBER 13, 2020 @ 6:00 PM		INITIAL DATE
CLOSED SESSION		
OCTOBER 13, 2020 @ 7:00 PM		
PRESENTATIONS		
COVID-19 HEALTH UPDATE FROM BEACH CITIES HEALTH DISTRICT		
CITY MANAGER REPORTS		
COVID-19 Update		
CITY COUNCILMEMBER COMMENTS		
Updates from City Council Ad Hoc Subcommittees and Standing Committee Delegates/Alternates		
CONSENT CALENDAR		
City Council Minutes	City Clerk	Ongoing
Check Registers	Finance Director	Ongoing
Recommendation to receive and file the action minutes of the Parks, Recreation and Community Resources Advisory Commission meeting of August 4 and September 1, 2020	Community Resources Manager	Ongoing
Los Angeles Fire Services and McCormick Ambulance Monthly Report for August 2020	Emergency Management Coordinator	Ongoing
PUBLIC HEARINGS – 6:30 PM		
Ballot count for formation of Greenwich Village North Underground Utilities Assessment District	Public Works Director	Staff Request Aug. 25, 2020
MUNICIPAL MATTERS		
Receive report on emergency enforcement measures to ensure restaurants and alcohol serving establishments comply with LA County physical distancing and safety orders as they continue to reopen (verbal report)	Police Chief/Community Development Director	Council Direction June 23, 2020
2020 Local Agency Biennial Notice regarding the City’s Conflict of Interest Code	City Clerk	Biennial
Vacancies – Public Works Commission Term Expirations: Recommendation to schedule applicant interviews for a time certain prior to the regular meeting of November 10, 2020 with appointments to follow the regular meeting to fill three Public Works Commission terms that will expire October 31, 2020	City Clerk	4-year terms
FUTURE AGENDA ITEMS		
Tentative Future Agenda Items	City Manager	Ongoing

OCTOBER 27, 2020 @ 6:00 PM		INITIAL DATE
CLOSED SESSION		
OCTOBER 27, 2020 @ 7:00 PM		
PRESENTATIONS		
COVID-19 HEALTH UPDATE FROM BEACH CITIES HEALTH DISTRICT		
CITY MANAGER REPORTS		
COVID-19 Update		
CITY COUNCILMEMBER COMMENTS		
Updates from City Council Ad Hoc Subcommittees and Standing Committee Delegates/Alternates		
CONSENT CALENDAR		
City Council Minutes	City Clerk	Ongoing
Check Registers	Finance Director	Ongoing
Revenue Report, Expenditure Report and CIP Report by Project	Finance Director	Ongoing
City Treasurer’s Report and Cash Balance Report	City Treasurer	Ongoing
Cancellation of Certain Checks	City Treasurer	Ongoing
Public Works Project Status Report	Public Works Director	Ongoing
Recommendation to receive and file the action minutes of the Planning Commission meeting of October 20, 2020.	Community Development Director	Ongoing
Planning Commission Tentative Future Agenda Items	Community Development Director	Ongoing
FUTURE AGENDA ITEMS		
Tentative Future Agenda Items	City Manager	Ongoing

WEDNESDAY, NOVEMBER 4, 2020
STUDY SESSION

TENTATIVE - NOVEMBER 10, 2020 @ 5:00 PM		
PUBLIC WORKS APPLICANT INTERVIEWS		
NOVEMBER 10, 2020 @ 6:00 PM		INITIAL DATE
CLOSED SESSION		
NOVEMBER 10, 2020 @ 7:00 PM		
PRESENTATIONS		
COVID-19 HEALTH UPDATE FROM BEACH CITIES HEALTH DISTRICT		
CITY MANAGER REPORTS		
COVID-19 Update		
CITY COUNCILMEMBER COMMENTS		
Updates from City Council Ad Hoc Subcommittees and Standing Committee Delegates/Alternates		
CONSENT CALENDAR		
City Council Minutes	City Clerk	Ongoing
Check Registers	Finance Director	Ongoing
Recommendation to receive and file the action minutes of the Parks, Recreation and Community Resources Advisory Commission meeting of October 6, 2020	Community Resources Manager	Ongoing
Los Angeles Fire Services and McCormick Ambulance Monthly Report for September 2020	Emergency Management Coordinator	Ongoing
Request for approval of sponsorship donation to the Beach Cities Health District’s 22 nd Annual Holiday Gift Bag Project	City Manager	Annual
Request to Renew the Agreement to Purchase Parking Meter Equipment and Related Services	Police Chief	Staff Request Aug. 11, 2020
MUNICIPAL MATTERS		
Board/Commission Expiration of terms – Public Works Commission Appointments to fill three expired terms. All appointments are for four-year terms ending October 31, 2024	City Clerk	4-year terms
FUTURE AGENDA ITEMS		
Tentative Future Agenda Items	City Manager	Ongoing

PENDING STRATEGIC PLAN ITEMS		STATUS / TENTATIVE MEETING DATE
Update Personnel Policies	Human Resources Manager	
Beach Policy/Regulations (<i>Continued from meeting of October 27, 2016</i>)	Community Resources Manager	On hold by Council
Alternative Fuel Transportation Report, <i>Nov. 2016</i>	Environmental Analyst	
CCA Direction, <i>Dec. 2016</i>	Environmental Analyst	
PENDING NEW ITEMS		STATUS / TENTATIVE MEETING DATE
Consideration of re-establishing, on an as needed basis, both funding and discretion for the director of Public Works to contract services to pump major beach storm outfalls drains prior to anticipated major storm events (supported by Duclos, Armato and Petty) <i>Initiated by: Other Matters Feb. 14, 2017</i>	Public Works Director	Staff to provide an update on storm drain maintenance and provide details on hydrodynamic separators (CIP 435) at the following CIP study session
Policy discussion regarding city responsibilities and expectations when donations are made to city <i>Initiated by: Council Direction May 24, 2017</i>	Finance Director	Will be discussed at the Revenue Strategy Study Session
Approval of the Municipal Lease Policy <i>Initiated by: Staff Request Jun. 12, 2018</i>	Community Resources Manager	
Document Retention Policy <i>Initiated by: Staff Request Nov. 28, 2018</i>	City Clerk	Pending City Clerk Appointment
Consent for use of "Lot B" for construction staging area for Pier/Strand project <i>Initiated by: Staff Request Dec. 17, 2018</i>	Community Development Director	On hold per developer
Landscape and Street Lighting District Assessment Adjustment (mail-in election authorization) <i>Initiated by: Council Direction Jul. 9, 2019</i>	Public Works Director	Add to Revenue Strategy Study Session
Final Parcel Map No. 82295 for a two-unit residential condominium project at 1602 Loma Drive. <i>Initiated by: Staff Request Oct. 10, 2019</i>	Community Development Director	Pending Coastal Development Permit
Public Records Request Guidelines <i>Initiated by: Staff Request Oct. 14, 2019</i>	City Clerk/Assistant to the City Manager	Pending City Clerk Appointment
Emergency Services Municipal Code Chapter 2.56 Update <i>Initiated by: Staff Request Jan. 15, 2020</i>	Emergency Management Coordinator	Waiting for State to review proposed language changes
Return to Council to discuss a full ban on tobacco sales and to include all available data related to other communities who have adopted complete bans. <i>Initiated by: Council Direction Jan. 28, 2020</i>	Community Development Director	Council directed staff to bring item back in June 2021
MOU between the Beach Cities Watershed Group to continue the Coordinated Integrated Monitoring Plan (CIMP) <i>Initiated by: Staff Request Jun. 1, 2020</i>	Environmental Programs Manager	
Consideration of licensing agreement/fees for use of City logo <i>Initiated by: Council Direction Jun. 9, 2020</i>	City Attorney	
Discussion on Potential Establishment of a City Council Subcommittee Regarding City Finances (<i>supported by Detoy, Armato, Fangary</i>) <i>Initiated by: Other Matters Jun. 9, 2020</i>	Finance Director/Assistant to the City Manager	
Electric Charging Stations Maintenance Contract <i>Initiated by: Staff Request Jun. 15, 2020</i>	Environmental Programs Manager	
Follow-up on Mayor's Pledge <i>Initiated by: Council Direction August 25, 2020</i>	City Manager's Office/Police Chief	