

**CITY OF REDONDO BEACH  
CITY COUNCIL AGENDA  
Tuesday, April 9, 2024**

**415 DIAMOND STREET, REDONDO BEACH**

**CITY COUNCIL CHAMBER**

**THE CITY COUNCIL HAS RESUMED PUBLIC MEETINGS IN THE COUNCIL CHAMBER. MEMBERS OF THE PUBLIC MAY PARTICIPATE IN-PERSON, BY ZOOM, eCOMMENT OR EMAIL.**

**4:30 P.M.- CLOSED SESSION- ADJOURNED REGULAR MEETING  
6:00 P.M.- OPEN SESSION- REGULAR MEETING (AMENDED)**

City Council meetings are broadcast live through Spectrum Cable, Channel 8, and Frontier Communications, Channel 41 and/or rebroadcast on Wednesday at 3 p.m. and Saturday at 3 p.m. following the date of the meeting. Live streams and indexed archives of meetings are available via internet. Visit the City's official website at [www.Redondo.org/rbtv](http://www.Redondo.org/rbtv).

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:

<https://redondo.legistar.com/Calendar.aspx>

\*Click "In Progress" hyperlink under Video section of meeting

TO WATCH MEETING LIVE ON YOUTUBE:

<https://www.youtube.com/c/CityofRedondoBeachIT>

TO JOIN THE MEETING VIA ZOOM (FOR PUBLIC INTERESTED IN SPEAKING. OTHERWISE, PLEASE SEE ABOVE TO WATCH/LISTEN TO MEETING):

Register in advance for this meeting:

[https://us02web.zoom.us/webinar/register/WN\\_RNj5G8RLSoOFRpx8WFrEAg](https://us02web.zoom.us/webinar/register/WN_RNj5G8RLSoOFRpx8WFrEAg)

After registering, you will receive a confirmation email containing information about joining the meeting.

If you are participating by phone, be sure to provide your phone # when registering. You will be provided a Toll Free number and a Meeting ID to access the meeting. Note; press # to bypass Participant ID. Attendees will be muted until the public participation period is opened. When you are called on to speak, press \*6 to unmute your line. Note, comments from the public are limited to 3 minutes per speaker.

eCOMMENT: COMMENTS MAY BE ENTERED DIRECTLY ON THE WEBSITE AGENDA PAGE:

<https://redondo.granicusideas.com/meetings>

- 1) Public comments can be entered before and during the meeting.
- 2) Select a SPECIFIC AGENDA ITEM to enter your comment;
- 3) Public will be prompted to Sign-Up to create a free personal account (one-time) and then comments may be added to each Agenda item of interest.
- 4) Public comments entered into eComment (up to 2200 characters; equal to approximately 3 minutes of oral comments) will become part of the official meeting record.

EMAIL: TO PARTICIPATE BY WRITTEN COMMUNICATION, EMAILS MUST BE RECEIVED BEFORE 3:00 P.M. THE DAY OF THE MEETING (EMAILS WILL NOT BE READ OUT LOUD): Written materials pertaining to matters listed on the posted agenda received after the agenda has been published will be added as supplemental materials under the relevant agenda item. Public comments may be submitted by email to [cityclerk@redondo.org](mailto:cityclerk@redondo.org). Emails must be received before 3:00 p.m. on the date of the meeting to ensure Council and staff have the ability to review materials prior to the meeting.

#### **4:30 P.M. - CLOSED SESSION - ADJOURNED REGULAR MEETING**

**A. CALL MEETING TO ORDER**

**B. ROLL CALL**

**C. SALUTE TO FLAG AND INVOCATION**

**D. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

*Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.*

**E. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEMS AND NON-AGENDA ITEMS**

*This section is intended to provide members of the public with the opportunity to comment on Closed Session Items or any subject that does not appear on this agenda for action. This section is limited to 30 minutes. Each speaker will be afforded three minutes to address the Mayor and Council. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.*

**F. RECESS TO CLOSED SESSION**

**F.1. [CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.](#)**

[AGENCY NEGOTIATOR:](#)

[Mike Witzansky, City Manager](#)

[Diane Strickfaden, Director of Human Resources](#)

[EMPLOYEE ORGANIZATIONS:](#)

[Redondo Beach Firefighters Association](#)

**F.2. [CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9\(d\)\(1\).](#)**

[Name of case:](#)

[AIDS Healthcare Foundation and City of Redondo Beach v. Rob Bonta, in his official capacity as California Attorney General; State of California; and DOES 1 to 100](#)

[Los Angeles County Superior Case Number: 21STCP03149](#)

[Second Appellate District Court Case Number: B321875](#)

**F.3. [CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.](#)**

[AGENCY NEGOTIATOR:](#)

Mike Witzansky, City Manager  
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

103 W. Torrance Blvd., Redondo Beach, CA 90277  
105 W. Torrance Blvd., Redondo Beach, CA 90277  
107 W. Torrance Blvd., Redondo Beach, CA 90277  
109 W. Torrance Blvd., Redondo Beach, CA 90277  
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127 W. Torrance Blvd., Redondo Beach, CA 90277  
129 W. Torrance Blvd., Redondo Beach, CA 90277  
131 W. Torrance Blvd., Redondo Beach, CA 90277  
123 International Boardwalk, Redondo Beach, CA 90277  
179 N. Harbor Drive, Redondo Beach, CA 90277

NEGOTIATING PARTY:

Larry Kosmont, Kosmont Real Estate Services

UNDER REVIEW:

Leasing Strategy

- F.4.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager  
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

102-164 International Boardwalk, Redondo Beach, CA 90277  
Redondo Beach Basin III Marina  
(a portion of APN: 7503-002-932)

NEGOTIATING PARTY:

Craig Stanton, Property Manager  
Redondo Beach Marina

UNDER NEGOTIATION:

Both Price and Terms

- F.5.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

203 and 240 Fisherman's Wharf, Redondo Beach, CA 90277  
(a portion of APN: 7505-002-913)

NEGOTIATING PARTIES:

Concord Real Estate Management, Pier Plaza Office

UNDER NEGOTIATION:

Lease Status, Price, and Terms

- F.6.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager  
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

555 North Harbor Drive, Redondo Beach, CA 90277  
(a portion of APN: 7503-029-903)

NEGOTIATING PARTY:

Kevin Ketchum  
Port Royal Marina

UNDER NEGOTIATION:

Both Price and Terms

- F.7.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the attorney- client privilege, Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager  
Andy Winje, Public Works Director

PROPERTY:

422 S. PCH (APN: 7508-020-026)

NEGOTIATING PARTY:

Sandcastle Pacific LLC

UNDER NEGOTIATION:

Both Price and Terms

- F.8.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager  
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:  
161 North Harbor Drive  
Foss/Chevron Building, Redondo Beach Basin III Marina  
(a portion of APN: 7503-002-932)

NEGOTIATING PARTY:  
Jeff Wilson, Chevron

UNDER NEGOTIATION:  
Both Price and Terms

- F.9.** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION -  
The Closed Session is authorized by the attorney-client privilege, Government Code  
Section 54956.9(d)(4).

Three potential cases

- G. RECONVENE TO OPEN SESSION**
- H. ROLL CALL**
- I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**
- J. ADJOURN TO REGULAR MEETING**

**6:00 PM - OPEN SESSION - REGULAR MEETING**  
**AMENDED (Agenda Item H.7)**

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. SALUTE TO THE FLAG AND INVOCATION**
- D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS**
- D.1.** PRESENTATION BY CONGRESSMAN TED LIEU'S OFFICE OF PRESIDENT  
BIDEN'S CONDOLENCE LETTER TO THE LATE MAYOR BILL BRAND'S FAMILY
- E. APPROVE ORDER OF AGENDA**
- F. AGENCY RECESS**
- G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

*Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.*

- G.1.** For Blue Folder Documents Approved at the City Council Meeting

- H. CONSENT CALENDAR**

*Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any City Council Member may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up*

under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Council for discussion. Each speaker will be permitted to speak only once and comments will be limited to a total of three minutes.

**H.1. [APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF APRIL 9, 2024](#)**

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.2. [APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA](#)**

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.3. [APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE](#)**

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.4. [APPROVE CONTRACTS UNDER \\$35,000:](#)**

**[1. APPROVE AN AGREEMENT WITH KAJEET, INC. FOR WIRELESS TELECOMMUNICATIONS INSTALLATION SERVICES IN AN AMOUNT NOT TO EXCEED \\$21,300 FOR THE TERM APRIL 9, 2024 TO APRIL 8, 2025.](#)**

**CONTACT:** WENDY COLLAZO, FINANCE DIRECTOR

**H.5. [ADOPT BY TITLE ONLY ORDINANCE NO. 3268-24, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING SECTION 2-9.704 OF ARTICLE 7, CHAPTER 9, TITLE 2 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION, FOR SECOND READING AND ADOPTION](#)**

**CONTACT:** GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

**H.6. [APPROVE THE LEGAL SERVICES AGREEMENT WITH REDWOOD PUBLIC LAW, LLP FOR LEGAL SERVICES AND ADD THIS FIRM TO THE CITY ATTORNEY'S APPROVED LAW FIRM LIST](#)**

**CONTACT:** MICHAEL W. WEBB, CITY ATTORNEY

**H.7. [APPROVAL OF AN AGREEMENT FOR LEGAL SERVICES WITH LEIBOLD MCCLENDON & MANN](#)**

**CONTACT:** MICHAEL WEBB, CITY ATTORNEY

**I. EXCLUDED CONSENT CALENDAR ITEMS**

**J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

*This section is intended to provide members of the public with the opportunity to comment on any subject that does not appear on this agenda for action. This section is limited to 30 minutes. Each speaker will be afforded three minutes to address the Mayor and Council. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.*

**J.1. [For eComments and Emails Received from the Public](#)**

**K. EX PARTE COMMUNICATIONS**

*This section is intended to allow all elected officials the opportunity to reveal any disclosure or ex parte communication about the following public hearings*

**L. PUBLIC HEARINGS**

**M. ITEMS CONTINUED FROM PREVIOUS AGENDAS**

**N. ITEMS FOR DISCUSSION PRIOR TO ACTION**

**N.1. DISCUSSION AND POSSIBLE ACTION REGARDING BUSINESS LICENSE TAX WAIVER REQUESTS**

APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION SUBMITTED BY THE NORTH REDONDO BEACH BUSINESS ASSOCIATION EXEMPTING VENDORS PARTICIPATING IN THE SPRINGFEST EVENT FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08 OF THE REDONDO BEACH MUNICIPAL CODE

APPROVE A BUSINESS LICENSE TAX WAIVER FOR VENDORS PARTICIPATING IN THE BILL BRAND MEMORIAL PADDLE OUT EVENT SCHEDULED FOR MAY 11, 2024

**CONTACT:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

**N.2. DISCUSSION AND POSSIBLE ACTION REGARDING THE AGREEMENT WITH GARDEN STATE FIREWORKS FOR PRODUCTION OF THE CITY'S 2024 FOURTH OF JULY FIREWORKS DISPLAY**

IF THE GARDEN STATE AGREEMENT IS APPROVED, ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2404-023 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2023-2024 FISCAL YEAR BUDGET MODIFICATION APPROPRIATING \$115,532.84 FROM THE UNALLOCATED TIDELANDS FUNDS FOR THE 2024 FOURTH OF JULY FIREWORKS DISPLAY

**CONTACT:** CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

**N.3. APPROVE A GRANT AGREEMENT WITH HEALTH NET FOR THE IMPLEMENTATION OF THE ALTERNATIVE CRISIS RESPONSE PILOT PROGRAM AND THE EXPANSION OF THE REDONDO BEACH PALLET SHELTER FOR AN AMOUNT NOT TO EXCEED \$1,338,753 AND THE TERM DECEMBER 18, 2023 TO MARCH 31, 2025.**

**CONTACT:** MICHAEL W. WEBB, CITY ATTORNEY  
JOY ABAQUIN FORD, QUALITY OF LIFE PROSECUTOR

**O. CITY MANAGER ITEMS**

**P. MAYOR AND COUNCIL ITEMS**

**Q. MAYOR AND COUNCIL REFERRALS TO STAFF**

**R. RECESS TO CLOSED SESSION**

**R.1.** CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Firefighters Association

**R.2.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

AIDS Healthcare Foundation and City of Redondo Beach v. Rob Bonta, in his official capacity as California Attorney General; State of California; and DOES 1 to 100

Los Angeles County Superior Case Number: 21STCP03149

Second Appellate District Court Case Number: B321875

**R.3.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

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131 W. Torrance Blvd., Redondo Beach, CA 90277

123 International Boardwalk, Redondo Beach, CA 90277

179 N. Harbor Drive, Redondo Beach, CA 90277

NEGOTIATING PARTY:

Larry Kosmont, Kosmont Real Estate Services

UNDER REVIEW:



Leasing Strategy

- R.4.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

102-164 International Boardwalk, Redondo Beach, CA 90277

Redondo Beach Basin III Marina

(a portion of APN: 7503-002-932)

NEGOTIATING PARTY:

Craig Stanton, Property Manager

Redondo Beach Marina

UNDER NEGOTIATION:

Both Price and Terms

- R.5.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

203 and 240 Fisherman's Wharf, Redondo Beach, CA 90277

(a portion of APN: 7505-002-913)

NEGOTIATING PARTIES:

Concord Real Estate Management, Pier Plaza Office

UNDER NEGOTIATION:

Lease Status, Price, and Terms

- R.6.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

555 North Harbor Drive, Redondo Beach, CA 90277

(a portion of APN: 7503-029-903)

NEGOTIATING PARTY:

Kevin Ketchum

Port Royal Marina

UNDER NEGOTIATION:  
Both Price and Terms

- R.7.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the attorney- client privilege, Government Code Section 54956.8.

AGENCY NEGOTIATOR:  
Mike Witzansky, City Manager  
Andy Winje, Public Works Director

PROPERTY:  
422 S. PCH (APN: 7508-020-026)

NEGOTIATING PARTY:  
Sandcastle Pacific LLC

UNDER NEGOTIATION:  
Both Price and Terms

- R.8.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:  
Mike Witzansky, City Manager  
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:  
161 North Harbor Drive  
Foss/Chevron Building, Redondo Beach Basin III Marina  
(a portion of APN: 7503-002-932)

NEGOTIATING PARTY:  
Jeff Wilson, Chevron

UNDER NEGOTIATION:  
Both Price and Terms

- R.9.** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(4).

Three potential cases

**S. RECONVENE TO OPEN SESSION**

**T. ADJOURNMENT**

- T.1.** ADJOURN IN MEMORY OF ARLENE STAICH, FORMER REDONDO BEACH UNIFIED SCHOOL DISTRICT BOARD MEMBER

- T.2.** ADJOURN IN MEMORY OF LORRAINE GEITTMANN, FORMER REDONDO BEACH COMMISSIONER

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, April 16, 2024, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



# Administrative Report

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F.1., File # 24-0398

Meeting Date: 4/9/2024

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## **TITLE**

CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager

Diane Strickfaden, Director of Human Resources

## **EMPLOYEE ORGANIZATIONS:**

Redondo Beach Firefighters Association



# Administrative Report

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F.2., File # 24-0591

Meeting Date: 4/9/2024

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CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

AIDS Healthcare Foundation and City of Redondo Beach v. Rob Bonta, in his official capacity as California Attorney General; State of California; and DOES 1 to 100

Los Angeles County Superior Case Number: 21STCP03149

Second Appellate District Court Case Number: B321875



# Administrative Report

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F.3., File # 24-0553

Meeting Date: 4/9/2024

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## TITLE

CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

## AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

## PROPERTY:

103 W. Torrance Blvd., Redondo Beach, CA 90277  
105 W. Torrance Blvd., Redondo Beach, CA 90277  
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131 W. Torrance Blvd., Redondo Beach, CA 90277  
123 International Boardwalk, Redondo Beach, CA 90277  
179 N. Harbor Drive, Redondo Beach, CA 90277

## NEGOTIATING PARTY:

Larry Kosmont, Kosmont Real Estate Services

## UNDER REVIEW:

Leasing Strategy



# Administrative Report

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F.4., File # 24-0554

Meeting Date: 4/9/2024

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## **TITLE**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

## **PROPERTY:**

102-164 International Boardwalk, Redondo Beach, CA 90277

Redondo Beach Basin III Marina

(a portion of APN: 7503-002-932)

## **NEGOTIATING PARTY:**

Craig Stanton, Property Manager

Redondo Beach Marina

## **UNDER NEGOTIATION:**

Both Price and Terms



# Administrative Report

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F.5., File # 24-0555

Meeting Date: 4/9/2024

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## **TITLE**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

## AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

## PROPERTY:

203 and 240 Fisherman's Wharf, Redondo Beach, CA 90277

(a portion of APN: 7505-002-913)

## NEGOTIATING PARTIES:

Concord Real Estate Management, Pier Plaza Office

## UNDER NEGOTIATION:

Lease Status, Price, and Terms





# Administrative Report

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F.6., File # 24-0566

Meeting Date: 4/9/2024

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## **TITLE**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

## **PROPERTY:**

555 North Harbor Drive, Redondo Beach, CA 90277

(a portion of APN: 7503-029-903)

## **NEGOTIATING PARTY:**

Kevin Ketchum

Port Royal Marina

## **UNDER NEGOTIATION:**

Both Price and Terms



# Administrative Report

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F.7., File # 24-0592

Meeting Date: 4/9/2024

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## **TITLE**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the attorney- client privilege, Government Code Section 54956.8.

## AGENCY NEGOTIATOR:

Mike Witzansky, City Manager  
Andy Winje, Public Works Director

## PROPERTY:

422 S. PCH (APN: 7508-020-026)

## NEGOTIATING PARTY:

Sandcastle Pacific LLC

## UNDER NEGOTIATION:

Both Price and Terms



# Administrative Report

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F.8., File # 24-0583

Meeting Date: 4/9/2024

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## **TITLE**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

## AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

## PROPERTY:

161 North Harbor Drive

Foss/Chevron Building, Redondo Beach Basin III Marina

(a portion of APN: 7503-002-932)

## NEGOTIATING PARTY:

Jeff Wilson, Chevron

## UNDER NEGOTIATION:

Both Price and Terms



# Administrative Report

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F.9., File # 24-0569

Meeting Date: 4/9/2024

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CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(4).

Three potential cases



# Administrative Report

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D.1., File # 24-0576

Meeting Date: 4/9/2024

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**TITLE**

PRESENTATION BY CONGRESSMAN TED LIEU'S OFFICE OF PRESIDENT BIDEN'S  
CONDOLENCE LETTER TO THE LATE MAYOR BILL BRAND'S FAMILY



# Administrative Report

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G.1., File # 24-0559

Meeting Date: 4/9/2024

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**TITLE**

*For Blue Folder Documents Approved at the City Council Meeting*



# Administrative Report

H.1., File # 24-0560

Meeting Date: 4/9/2024

To: MAYOR AND CITY COUNCIL  
From: ELEANOR MANZANO, CITY CLERK

**TITLE**

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF APRIL 9, 2024

**EXECUTIVE SUMMARY**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
CITY OF REDONDO BEACH )

**AFFIDAVIT OF POSTING**

In compliance with the Brown Act, the following materials have been posted at the locations indicated below.

Legislative Body	City Council	
Posting Type	Adjourned & Regular Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers	
Meeting Date & Time	April 9, 2024	4:30 p.m. Closed Session 6:00 p.m. Open Session

As City Clerk of the City of Redondo Beach, I declare, under penalty of perjury, the document noted above was posted at the date displayed below.

*Eleanor Manzano, City Clerk*

Date: APRIL 4, 2024



# Administrative Report

H.1., File # 24-0560

Meeting Date: 4/9/2024

**To:** MAYOR AND CITY COUNCIL  
**From:** ELEANOR MANZANO, CITY CLERK

**TITLE**

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF APRIL 9, 2024

**EXECUTIVE SUMMARY**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
CITY OF REDONDO BEACH )

## AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations indicated below.

Legislative Body	City Council
Posting Type	Adjourned & Regular Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers
Meeting Date & Time	April 9, 2024 4:30 p.m. Closed Session 6:00 p.m. Open Session

As City Clerk of the City of Redondo Beach, I declare, under penalty of perjury, the document noted above was posted at the date displayed below.

*Eleanor Manzano, City Clerk*

Date: APRIL 4, 2024





# Administrative Report

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H.2., File # 24-0561

Meeting Date: 4/9/2024

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**TITLE**

APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA



# Administrative Report

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H.3., File # 24-0562

Meeting Date: 4/9/2024

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**To:** MAYOR AND CITY COUNCIL  
**From:** ELEANOR MANZANO, CITY CLERK

**TITLE**

APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

**EXECUTIVE SUMMARY**

Approval of Council Minutes

**APPROVED BY:**

*Eleanor Manzano, City Clerk*



# Administrative Report

---

H.3., File # 24-0562

Meeting Date: 4/9/2024

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**To:** MAYOR AND CITY COUNCIL  
**From:** ELEANOR MANZANO, CITY CLERK

**TITLE**

APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

**EXECUTIVE SUMMARY**

Approval of Council Minutes

**APPROVED BY:**

*Eleanor Manzano, City Clerk*



# Administrative Report

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H.4., File # 24-0581

Meeting Date: 4/9/2024

---

**To:** MAYOR AND CITY COUNCIL  
**From:** WENDY COLLAZO, FINANCE DIRECTOR

**TITLE**

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AN AGREEMENT WITH KAJEET, INC. FOR WIRELESS TELECOMMUNICATIONS INSTALLATION SERVICES IN AN AMOUNT NOT TO EXCEED \$21,300 FOR THE TERM APRIL 9, 2024 TO APRIL 8, 2025.

**EXECUTIVE SUMMARY**

Approve Contracts Under \$35,000

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt, Signature & Insurance - Kajeet, Inc.



# Administrative Report

---

H.4., File # 24-0581

Meeting Date: 4/9/2024

---

**To:** MAYOR AND CITY COUNCIL  
**From:** WENDY COLLAZO, FINANCE DIRECTOR

**TITLE**

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AN AGREEMENT WITH KAJEET, INC. FOR WIRELESS TELECOMMUNICATIONS INSTALLATION SERVICES IN AN AMOUNT NOT TO EXCEED \$21,300 FOR THE TERM APRIL 9, 2024 TO APRIL 8, 2025.

**EXECUTIVE SUMMARY**

Approve Contracts Under \$35,000

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt, Signature & Insurance - Kajeet, Inc.

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND KAJEET, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kajeet, Inc. a Delaware corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any

other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons



for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or

written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act

are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 9<sup>th</sup> day of April, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

KAJEET, INC.,  
a Delaware corporation

\_\_\_\_\_  
James A. Light, Mayor

DocuSigned by:  
*Derrick Frost*  
57CE0D7F39314FD...  
By: \_\_\_\_\_  
Name: Derrick Frost  
Title: SVP & GM

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

# EXHIBIT "A"

## SCOPE OF WORK

### I. CONTRACTOR'S DUTIES

Contractor shall:

- A. Install two distribution nodes: one on the City Police Substation roof and the other at Kincaid's Restaurant, located within the City.
- B. Install four client nodes along with a total of eight outdoor WIFI access points per the defined locations as determined by both the City and Contractor.
- C. Remotely commission the equipment and confirm equipment is fully operational.
- D. Transfer the project internally to its operations team for continuous system management services for the City upon confirmation.
- E. Perform installation services for the following products.

Item	Part Number	Description	Qty	Taxable	Sale Price	Sales Extended
<b>mmWave - Distribution Node</b>						
1	N000900L031A	AC line cord, US Type B, 720mm, C5 connector	2	Y	\$0.00	\$0.00
2	C000000L033A	Gigabit Surge Suppressor (56V), 10/100/1000 BaseT	4	Y	\$64.89	\$259.57
3	C000000L124A	Cable Gland, Long, for 6-10mm cable, M25, Qty 5	2	Y	\$51.92	\$103.85
4	C000000L137A	Universal Pole Mount Bracket for 1" - 3" diameter poles	2	Y	\$30.95	\$61.91
5	C000000L138A	Grounding Cable, 0.6m with M6 ring to M6 ring	2	Y	\$5.98	\$11.97
6	C000000L141A	PoE, 60W, 56V, 10GbE DC Injector, Indoor, Energy Level 6 Supply	7	Y	\$37.66	\$263.63
7	C000000L190A	Alignment tube for cnWave V5000 PTP radios.	2	Y	\$16.92	\$33.85
8	C600500A004B	60GHz cnWave V5000 Distribution Node	2	Y	\$1,948.35	\$3,896.71
9	EW-E2CNWV5000-WW	cnWave V5000 Extended Warranty, 2 Additional Years	2	Y	\$74.22	\$148.43
10	MSX-SUB-T5-3	cnMaestro X for cnWave: Advanced management and includes CC Pro for Tier5; 3-ye	2	Y	\$90.77	\$181.54
11	N000000L155A	CAT6A Outdoor Cable, 100m	2	Y	\$390.80	\$781.60
12	N000082L139A	Optical CABLE, SM, 30m	2	Y	\$129.11	\$258.22
13	N000082L173A	Grounding Kit for CAT5E F/UTP 8mm and Cat6A Cable	4	Y	\$27.55	\$110.22
14	N000082L174B	RJ45 Connector for CAT6A Cable, Qty 10	10	Y	\$13.95	\$139.54
15	SFP-10G-LR	10G SFP+ SMF LR Transceiver, 1310nm. -40C to 85C	4	Y	\$107.60	\$430.40
<b>Subtotal:</b>						<b>\$6,681.42</b>
<b>mmWave - Client Node</b>						
16	C000000L033A	Gigabit Surge Suppressor (56V), 10/100/1000 BaseT	10	Y	\$64.89	\$648.92
17	C000000L138A	Grounding Cable, 0.6m with M6 ring to M6 ring	5	Y	\$5.98	\$29.92
18	C600500C020A	60GHz cnWave V2000 Client Node 30W with US cord	5	Y	\$940.43	\$4,702.15
19	EW-E2CNWV2000-WW	60 GHz V2000 Extended Warranty, 2 Additional Years	5	Y	\$35.45	\$177.23
20	MSX-SUB-T4-3	cnMaestro X for cnWave: Advanced management and includes CC Pro for Tier4; 3-ye	5	Y	\$32.31	\$161.54
21	N000082L173A	Grounding Kit for CAT5E F/UTP 8mm and Cat6A Cable	10	Y	\$27.55	\$275.54
<b>Subtotal:</b>						<b>\$5,995.31</b>
<b>Wi-Fi Equipment</b>						
22	N000000L142A	PoE, 60W, 56V, 5GbE DC Injector, Indoor, Energy Level 6 Supply, accepts C5 connec	5	Y	\$37.66	\$188.31
23	N000900L031A	AC line cord, US Type B, 720mm, C5 connector	5	Y	\$6.46	\$32.31
24	XV2-2T0XA00-US	Outdoor Dual radio WiFi 6 AP omni antenna 2x2, 2.5GbE	5	Y	\$810.77	\$4,053.85
25	C000000L033A	Gigabit Surge Suppressor (56V), 10/100/1000 BaseT	5	Y	\$67.60	\$338.00
26	CCADV-UPG-XV2-2T-3	Cambium Care Advanced Add-on to cnMaestro X, 3-year support for one XV2-2T. 2	5	Y	\$36.62	\$183.08
27	MSX-SUB-XV2-2T0-3	cnMaestro X for one XV2-2T0 AP. Creates one Device Tier3 slot. Includes Cambium C	5	Y	\$107.69	\$538.46
28	N000000L142A	PoE, 60W, 56V, 5GbE DC Injector, Indoor, Energy Level 6 Supply, accepts C5 connec	2	Y	\$49.85	\$99.69
29	N000900L031A	line cord, US Type B, 720mm, C5 connector	2	Y	\$6.46	\$12.92
30	XV2-23T0A00-US	Outdoor Dual radio WiFi 6 AP Omni antenna 2x2, 2.5GbE, 48V out, BLE. US	2	Y	\$622.65	\$1,245.29
31	C000000L033A	Gigabit Surge Suppressor (56V), 10/100/1000 BaseT	2	Y	\$67.60	\$135.20
32	CCADV-UPG-XV2-23T-3	Cambium Care Advanced Add-on to cnMaestro X, 3-year support for one XV2-23T. 2	2	Y	\$107.69	\$215.38
33	MSX-SUB-XV2-23T-3	cnMaestro X for one XV2-23T AP. Creates one Device Tier3 slot. Includes Cambium C	2	Y	\$36.62	\$73.23
<b>Subtotal:</b>						<b>\$7,115.72</b>

## II. **CITY'S DUTIES**

City will coordinate the installation services with the Contractor.

## **EXHIBIT "B"**

### **TERM AND TIME OF COMPLETION**

**TERM.** The term of this Agreement shall commence on April 9, 2024 and expire April 8, 2025 ("Term"), unless otherwise terminated as herein provided.



**EXHIBIT “C”**

**COMPENSATION**

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below:

- I. **AMOUNT.** Contractor shall be paid in accordance with the table set forth below for the work described in Exhibit “A” of this Agreement.

Item	Part Number	Description	Qty	Taxable	Sale Price	Sales Extended
<b>Installation Services</b>						
1	KJT-Install	Installation Services	1	N	\$17,750.00	\$17,750.00
2	Tax	Sales Tax		N		
<b>Subtotal:</b>						<b>\$17,750.00</b>
<b>Grand Total:</b>						<b>\$17,750.00</b>

- II. **NOT TO EXCEED AMOUNT.** If unexpected issues arise, including but not limited to, unforeseen challenges such as available power sources are further than assumed, additional work is required to maintain aesthetics at mounting locations, areas are restricted or inaccessible for cabling, or insufficient/inadequate mounting areas/surfaces, the price may exceed the amount specified in Section A of this Exhibit “C”. In such case, Contractor shall provide an estimate for the additional tasks. Labor shall be billed at an hourly rate of \$240 per person. Any additional costs shall not exceed a contingency in the amount of \$3,550 to cover unforeseen work. The total annual payment to the Contractor shall not exceed \$21,300 during the Term.
- III. **METHOD OF PAYMENT.** Contractor shall provide invoices to City for approval and payment. The invoices shall include the dates of service, description of the services performed, applicable fee, subtotal, and total amount. Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. Contractor shall submit a monthly invoice to the City. Contractor shall provide any other back-up material upon request.
- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the invoice; provided, however, that the services are completed to the City’s reasonable satisfaction.
- V. **NOTICE.** Written notices to City and Contractor shall be given by email, or registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Kajeet, Inc.  
7901 Jones Branch Drive, Suite 350  
McLean, VA 22102

Attention: Steve Rovarino  
Email: [srovarino@kajeet.com](mailto:srovarino@kajeet.com)

City: City of Redondo Beach  
Information Technology Department  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Mike Cook  
Email: [mike.cook@redondo.org](mailto:mike.cook@redondo.org)

All notices, including notices of address changes, provided under this Agreement are deemed received on the next business day if by email and on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

#### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2023

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 8251 Greensboro Drive Suite 330 McLean VA 22102	<b>CONTACT NAME:</b> Maureen Scholz <b>PHONE (A/C, No, Ext):</b> 703-790-5770 <b>E-MAIL ADDRESS:</b> Maureen_Scholz@aig.com		<b>FAX (A/C, No):</b> 703-433-1959													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER B : Travelers Casualty Insurance Co of America</td> <td>19046</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER D : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co of America	25666	INSURER B : Travelers Casualty Insurance Co of America	19046	INSURER C : Travelers Casualty and Surety Co of America	31194	INSURER D : Federal Insurance Company	20281	INSURER E : Phoenix Insurance Company	25623	INSURER F :
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<b>INSURED</b> Kajeet Inc. 7901 Jones Branch Drive, #350 McLean VA 22102	KAJEINC-01															

**COVERAGES**

CERTIFICATE NUMBER: 19995893

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		H-630-4R122614-PHX-22	10/14/2023	10/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA - 4R122755	10/14/2023	10/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP - 4R122780	10/14/2023	10/14/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B B D	Professional Liability E&O Cyber 1st & 3rd Party Commercial Crime			ZPL-81N44993-21-13 ZPL-81N44993-21-13 82595868	10/14/2023 10/14/2023 10/1/2023	10/14/2024 10/14/2024 10/1/2024	Per Occurrence/Deduct \$5M/\$100,000 Per Occurrence \$5M/\$100,000 Per Occurrence \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Retro active date of Professional liability is 10/01/2005.  
 City of Redondo Beach  
 Certificate holder is included as Additional Insured on the general Liability

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
 415 Diamond Street  
 Redondo Beach CA 90277

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

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# Administrative Report

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H.5., File # 24-0567

Meeting Date: 4/9/2024

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**To: MAYOR AND CITY COUNCIL**

**From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR**

## **TITLE**

ADOPT BY TITLE ONLY ORDINANCE NO. 3268-24, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING SECTION 2-9.704 OF ARTICLE 7, CHAPTER 9, TITLE 2 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION, FOR SECOND READING AND ADOPTION

## **EXECUTIVE SUMMARY**

Appointments to the Harbor Commission must be made in accordance with Redondo Beach Municipal Code (RBMC) Section 2-9.704, which requires one member to be selected from a list of five names submitted by the Redondo Beach Harbor and Redondo Beach Pier Lessee's Association (HAPLA). HAPLA is no longer a functioning organization and the City Council asked staff to prepare an amendment to Section 2-9.704 of the RBMC to remove the HAPLA requirement and allow a member of the commission to be selected from a list of names submitted by the King Harbor Association and Redondo Pier Association. In the event the associations failed to submit a list of names, the Council requested that the Mayor be given the ability to recommend an at-large appointment.

The Ordinance modification was drafted accordingly and first introduced at the January 23, 2024 City Council meeting. The Council voted to support the proposed amendment, but directed staff to eliminate specific reference to the King Harbor Association and Redondo Pier Association. Instead, the Council asked that the language be adjusted to allow any harbor association to submit a list of five names. In addition, Council requested that the Mayor be able to appoint the member at-large, at any point during the selection process, rather than in the event the associations fail to submit a list of five names. The Ordinance, as modified, is now ready for second reading and adoption.

## **BACKGROUND**

On August 18, 2020, the City Council directed staff to return with a text amendment to remove any reference to HAPLA in (RBMC) Section 2-9.704 and replace it with reference to the two operating associations within the Waterfront called the King Harbor Association and the Redondo Pier Association. In addition, the Council directed staff to include language in the amendment to allow an at-large appointment, should the King Harbor Association and Redondo Pier Association fail to submit a list of five names on a timely basis. The existing qualifications for the remaining appointments would remain unchanged and would continue to require training and experience as either an attorney, architect, engineer, business owner, real estate broker, accountant, property

manager, contractor, government employee, commercial developer, or boat owner.

On September 1, 2020, the Ordinance, as directed above, was presented to City Council for first reading. The Council approved the Ordinance for introduction.

On September 15, 2020, the Ordinance was returned to City Council for second reading and adoption, but the item was not approved due to concerns that the names of the identified associations, King Harbor Association and Redondo Pier Association, were inaccurate. The item was then continued to a future City Council meeting.

On January 23, 2024, the City Council voted to support the proposed amendment to eliminate reference of HAPLA but also directed staff to eliminate any reference to the King Harbor Association and Redondo Pier Association. Instead, Council directed staff to further adjust the language to allow the submission of a list of five names from any harbor association. In addition, City Council directed staff to allow the Mayor to appoint the member at-large at any point during the selection process, instead of the original proposal which only allowed the Mayor to do so in the event that the associations failed to submit a list of five names.

The proposed amendment has been updated accordingly and is ready for second reading and adoption.

**COORDINATION**

The proposed amendment to the qualifications for appointment to the Harbor Commission was coordinated by the City Attorney's Office in consultation with the Waterfront and Economic Development Department.

**FISCAL IMPACT**

There is no fiscal impact associated with the proposed amendment.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Amended Ordinance No. 3268-24, RBMC 2-9.704





# Administrative Report

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H.5., File # 24-0567

Meeting Date: 4/9/2024

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**To: MAYOR AND CITY COUNCIL**

**From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR**

## **TITLE**

ADOPT BY TITLE ONLY ORDINANCE NO. 3268-24, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING SECTION 2-9.704 OF ARTICLE 7, CHAPTER 9, TITLE 2 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION, FOR SECOND READING AND ADOPTION

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manager, contractor, government employee, commercial developer, or boat owner.

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The proposed amendment has been updated accordingly and is ready for second reading and adoption.

**COORDINATION**

The proposed amendment to the qualifications for appointment to the Harbor Commission was coordinated by the City Attorney's Office in consultation with the Waterfront and Economic Development Department.

**FISCAL IMPACT**

There is no fiscal impact associated with the proposed amendment.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Amended Ordinance No. 3268-24, RBMC 2-9.704

**ORDINANCE NO. 3268-24**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING SECTION 2- 9.704 OF ARTICLE 7, CHAPTER 9, TITLE 2 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION**

WHEREAS, clarification regarding the qualifications for appointments to the Harbor Commission was necessary; and

WHEREAS, previously the City Council considered, discussed and gave direction to amend the section regarding the qualifications for appointment to the Harbor Commission; and

WHEREAS, this amendment to the municipal code would permit the King Harbor Lessees' Association in consultation with the Redondo Beach Pier Association to submit a list of names for consideration.

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

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.704 of the Redondo Beach Municipal Code is hereby amended to read as follows:

**2-9.704 Qualifications for appointment.**

Appointments to the Commission shall be in accordance with the following criteria:

(a) One member shall be a boat owner who regularly uses the boating facilities in King Harbor. The designee shall maintain boat ownership during his or her term of office. The sale of the boat, without the repurchase of another within one month after the sale, shall result in a vacancy in office. The boating representative is intended to represent and further the interests of the boaters in King Harbor.

(b) One member may be selected from a list of names submitted by any harbor association. Any list of names submitted by a harbor association shall be submitted to the City Clerk's Department no later than 30 days prior to the close of the deadline for Commissioner applications. The mayor may select a member from these groups, or select a member at-large.

(c) Each of the remaining members of the Commission shall have training and experience in one of the following disciplines:

- (1) A State-registered civil or structural engineer, or five (5) years' practical experience in a related engineering field;
- (2) A member of the Bar of the State;
- (3) A State-licensed architect;
- (4) A certified public accountant, or an officer of a financial institution;
- (5) An oceanographer or marine engineer with five (5) years' practical experience;
- (6) A State-licensed real estate broker;
- (7) A property manager with five (5) years' practical experience;
- (8) A State-licensed general contractor;
- (9) A practicing economic or financial consultant with five (5) years' experience;
- (10) A commercial developer with five (5) years' experience;
- (11) An executive or owner/operator of a business;
- (12) A management level employee with five (5) years' practical experience with a public or governmental entity; and
- (13) A management level employee with at least five (5) years' experience in harbor recreational development.

No discipline shall be represented by more than one member. (§ 3, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, and § 1, Ord. 2509 c.s., eff. September 1, 1988, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993)

**SECTION 2. INCONSISTENT PROVISIONS.** Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent such inconsistencies and no further, are hereby repealed.

**SECTION 3. SEVERANCE.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase

thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 4. PUBLICATION AND EFFECTIVE DATE. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 9<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Michael W. Webb, City Attorney

\_\_\_\_\_  
Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) ss  
CITY OF REDONDO BEACH       )

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Ordinance No. 3268-24 was introduced at a regular meeting of the City Council held on the 23rd day of January, 2024, and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 9<sup>th</sup> day of April, 2024, and there after signed and approved by the Mayor and attested by the City Clerk, and that said ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk



# Administrative Report

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H.6., File # 24-0582

Meeting Date: 4/9/2024

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**To:** MAYOR AND CITY COUNCIL  
**From:** MICHAEL W. WEBB, CITY ATTORNEY

## **TITLE**

APPROVE THE LEGAL SERVICES AGREEMENT WITH REDWOOD PUBLIC LAW, LLP FOR LEGAL SERVICES AND ADD THIS FIRM TO THE CITY ATTORNEY'S APPROVED LAW FIRM LIST

## **EXECUTIVE SUMMARY**

Jon Goetz, Senior of Counsel, with the firm of Redwood Public Law, LLP, a Limited Liability Partnership, has provided the City of Redondo Beach with excellent real estate transactional legal services for close to 12 years. City Council's approval of an Agreement for Legal Services with Redwood Public Law, LLP will permit Jon Goetz to provide continued services at his new law firm.

## **BACKGROUND**

The City Attorney's office maintains a list of approved law firms and attorneys from which to select when special expertise is required on legal matters. Jon Goetz recently joined a new law firm, Redwood Public Law, LLP, but has provided real estate transactional legal services to the City for close to 12 years, including his tenure at a previous law firm.

The attorneys at Redwood Public Law collectively serve as the City Attorney for fourteen (14) cities in the State of California, General Counsel for more than thirty (30) Special Districts, Non-Profits and private sector clients. They are subject matter experts in the following areas of legal practice: Affordable Housing, Brown Act, California Drought - Legal Services & Resources, California Political Reform Act and Government Code 1090, California Public Records Act, Climate Change and Green Initiatives

Code Enforcement and Nuisance Abatement Construction Claim and Dispute Resolution, Design Build Procurement, Economic Development and Redevelopment

Energy, Public Power and Telecommunications Housing, General Counsel Services

Joint Power Authority Formation, Governance, Dissolution, Land Use and CEQA Local Elections Law - Initiative, Referendum, Recall, Campaign Finance, District Elections, Charter Amendments, Local Government and Non-Profit Ethics Compliance, Local Government Reorganizations and Annexations, Local Government Taxes, Fees and Assessments, Municipal and Special District Law Open Meeting Laws, Prevailing Wage Law and Project Labor Agreements, Public Contracting, Public

Finance, Real Estate

State and Federal Grant Procurement and Infrastructure Related Development, and  
Transportation and Infrastructure.

Jon Goetz is Senior of Counsel at Redwood Public Law, LLP and is the only attorney from Redwood Public Law, LLP who will be providing legal services to the City. Jon Goetz has 35 years of experience in real estate, land use, environmental, redevelopment, affordable housing and municipal law. Jon represents a broad spectrum of private-sector landowners and real estate developers, cities, counties, housing authorities, universities and other public entities in complex real estate transactions, land use planning, public-private development, infrastructure financing and affordable housing transactions. He has extensive experience in all aspects of real estate transactions — acquiring, financing, leasing and disposing of all forms of improved and unimproved real property, including public-use properties.

Jon has special expertise advising clients on California’s Density Bonus Law. He authors and annually updates the “Guide to the California Density Bonus Law,” which is a booklet that helps explain the intricacies of a complex law that is designed to increase the supply of affordable or senior housing.

Jon has served as lead attorney for a multitude of real property matters, including more than 50 commercial and retail projects, including construction and rehabilitation of regional and neighborhood shopping centers, hotels, theaters, “big box” stores, restaurants and auto dealerships, and numerous purchases and sales of residential, business and agricultural properties.

He also has advised on more than 150 housing developments and programs involving thousands of affordable and market rate housing units. His housing projects include a variety of housing types including affordable rental developments, mixed income for-sale housing communities, master planned communities and mixed use and transit-oriented developments, encompassing new construction, acquisition/rehabilitation and homebuyer programs.

It is the joint recommendation of the City Manager and City Attorney to engage Jon Goetz to provide transactional real estate services to the City.

**COORDINATION**

The Agreement for Legal Services has been approved by Redwood Public Law, LLP and the City Attorney’s Office.

**FISCAL IMPACT**

The billing rate specified in the Agreement for Legal Services is \$440 per hour, which is Jon Goetz’ current Public Agency rate.

**ATTACHMENTS**

- Agreement for Legal Services





# Administrative Report

---

H.6., File # 24-0582

Meeting Date: 4/9/2024

---

**To: MAYOR AND CITY COUNCIL**  
**From: MICHAEL W. WEBB, CITY ATTORNEY**

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Jon has special expertise advising clients on California’s Density Bonus Law. He authors and annually updates the “Guide to the California Density Bonus Law,” which is a booklet that helps explain the intricacies of a complex law that is designed to increase the supply of affordable or senior housing.

Jon has served as lead attorney for a multitude of real property matters, including more than 50 commercial and retail projects, including construction and rehabilitation of regional and neighborhood shopping centers, hotels, theaters, “big box” stores, restaurants and auto dealerships, and numerous purchases and sales of residential, business and agricultural properties.

He also has advised on more than 150 housing developments and programs involving thousands of affordable and market rate housing units. His housing projects include a variety of housing types including affordable rental developments, mixed income for-sale housing communities, master planned communities and mixed use and transit-oriented developments, encompassing new construction, acquisition/rehabilitation and homebuyer programs.

It is the joint recommendation of the City Manager and City Attorney to engage Jon Goetz to provide transactional real estate services to the City.

**COORDINATION**

The Agreement for Legal Services has been approved by Redwood Public Law, LLP and the City Attorney’s Office.

**FISCAL IMPACT**

The billing rate specified in the Agreement for Legal Services is \$440 per hour, which is Jon Goetz’ current Public Agency rate.

**ATTACHMENTS**

- Agreement for Legal Services

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT is made this 9<sup>th</sup> day of April 2024, by the CITY OF REDONDO BEACH, a chartered municipal corporation, ("CITY"), and REDWOOD PUBLIC LAW, LLP, a Limited Liability Partnership ("ATTORNEY").

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to the CITY Council's authorization on April 9, 2024.
2. The CITY is a chartered municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the CITY.
3. The CITY and ATTORNEY desire to enter into an Agreement for services upon the terms and conditions herein.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from April 9, 2024 and until terminated.
2. **Services to be Provided.** The services to be performed by ATTORNEY shall consist of the following:  
  
ATTORNEY shall provide real estate transactional legal services to CITY. Jon Goetz, Senior of Counsel, shall be the only attorney authorized from ATTORNEY to provide the above-described legal services to CITY.
3. **Compensation.** ATTORNEY shall be compensated as follows:
  - 3.1 **Amount.** ATTORNEY fees for Transactional Real Estate services shall be \$440 an hour.
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per monthly invoice.
  - 3.3 **Records of Expenses.** ATTORNEY shall keep accurate records of time and expenses. These records shall be made available to CITY.

3.4 Hours. No specific number of hours of work is guaranteed. It is expected that Attorney's services will be on an as needed basis depending upon the work load.

3.5 Termination. CITY and ATTORNEY shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice.

4. **Insurance Requirements.**

4.1 Workers' Compensation Insurance. ATTORNEY shall maintain Workers' Compensation Insurance where applicable.

4.2 Insurance Amounts. ATTORNEY is not authorized to drive an automobile for the CITY or on CITY business.

4.3 Malpractice Insurance. ATTORNEY shall maintain malpractice insurance in an amount satisfactory to the City's Risk Manager.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

6. **Non-Discrimination.** ATTORNEY covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that ATTORNEY shall work as an independent contractor and not as employee of CITY, and shall obtain no rights to any benefits which accrue to CITY's employees.

8. **Compliance with Law.** ATTORNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

9. **Ownership of Work Product.** All documents or other information developed or received by ATTORNEY in the course and scope of work for the CITY shall be the property of CITY. ATTORNEY shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

10. **Conflict of Interest and Reporting.** ATTORNEY shall at all times avoid

conflict of interest or appearance of conflict of interest in performance of this Agreement. ATTORNEY agrees to complete and file a California State Form 730 disclosure statement if required by the City Attorney.

11. **Notices**. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of ATTORNEY is as follows:  
Redwood Public Law LLP  
66 Franklin Street, Suite 300  
Oakland, California 94607  
Attention: Jon Goetz, Senior of Counsel

b. Address of CITY is as follows:  
  
City of Redondo Beach  
City Attorney's Office  
415 Diamond Street  
Redondo Beach, California 90277  
Attention: Michael W. Webb, City Attorney

12. **Licenses, Permits, and Fees**. ATTORNEY shall obtain and maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement.

13. **Familiarity with Work**. By executing this Agreement, ATTORNEY warrants that: (1) he has investigated the work to be performed, (2) he has investigated the site of the work and is aware of all conditions there; and (3) he understands the difficulties, and restrictions of the work under this Agreement. Should ATTORNEY discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at ATTORNEY'S risk, until instructions are received from CITY.

14. **Time of Essence**. Time is of the essence in the performance of this Agreement.

15. **Limitations Upon Subcontracting and Assignment**. Neither this Agreement nor any portion shall be assigned by ATTORNEY without prior consent of the CITY ATTORNEY.

16. **Authority to Execute**. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this

- Agreement.
17. **Modification**. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and ATTORNEY.
  18. **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Los Angeles County Superior Court.
  19. **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.
  20. **Preservation of Agreement**. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

**CITY OF REDONDO BEACH**

**“ATTORNEY”**

\_\_\_\_\_  
James A. Light, Mayor

By: \_\_\_\_\_  
John Bakker, Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Michael W. Webb, City Attorney

APPROVED:

\_\_\_\_\_  
Diane Strickfaden, Risk Manager



# Administrative Report

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H.7., File # 24-0593

Meeting Date: 4/9/2024

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**To: MAYOR AND CITY COUNCIL**  
**From: MICHAEL W. WEBB, CITY ATTORNEY**

## **TITLE**

**APPROVAL OF AN AGREEMENT FOR LEGAL SERVICES WITH LEIBOLD MCCLENDON & MANN**

## **EXECUTIVE SUMMARY**

Approve an Agreement for Legal Services with Leibold McClendon & Mann. John McClendon is a co-founding Partner of the law firm Leibold McClendon & Mann. City Council's approval of an Agreement for Legal Services with Leibold McClendon & Mann will permit John McClendon and his firm to provide legal services to the City of Redondo Beach as needed with a special emphasis on CEQA matters.

## **BACKGROUND**

The City Attorney's office maintains a list of approved law firms and attorneys from which to select when special expertise is required on legal matters. It is my recommendation to add Leibold McClendon & Mann to that list particularly in the area of CEQA matters.

Leibold McClendon & Mann was founded in 1991 and its attorneys have over 100 years of combined municipal law experience. They represent cities ranging in size from Sausalito to Long Beach and have enjoyed long-term client relationships for nearly two decades with cities like Anaheim, Riverside and Lake Elsinore. Their municipal practice extends to special purpose entities like the Banning Heights Mutual Water Company, the Rand Communities Water District, and the successor agencies for the former redevelopment agencies of the cities of Los Banos, Merced, Mendota, Pismo Beach, Riverbank, and Santa Paula

The firm also counts as clients prominent non-profits like Habitat for Humanity-Los Angeles, Second Harvest Food Bank and the Banning Ranch Conservancy. The bedrock of these long and varied relationships can be found in the firm's core value: combining highly experienced attorneys with personalized service at a fair price.

Leibold McClendon & Mann takes particular pride in the firm's expertise in advising cities and other public entities on procedural and substantive CEQA compliance, and in representing such agencies in CEQA litigation. Under the leadership of John McClendon, their attorneys are exceptionally well qualified to provide legal services in this highly specialized and continually evolving area of the law. They have extensive experience in the preparation and review of Environmental Impact Reports, Negative Declarations, project exemptions, and other environmental documents to assure compliance with CEQA and State and local CEQA guidelines. The firm also advises public agencies on complex wetlands, wildlife and habitat mitigation matters arising in the context of NEPA, CEQA, Federal and State Endangered Species Acts, as well as the California Coastal Act, Clean Water Act, water law and water rights issues and FEMA flood control regulations. They are actively involved in representing city clients in meetings with federal, state and regional regulatory agencies, including the ACOE, FWS, CDFW, the California Coastal Commission and the Riverside Conservation

Authority.

John McClendon leads the firm's municipal litigation practice. His expertise in CEQA and land use law is recognized throughout California. An experienced litigator, he regularly advises clients on pre-litigation strategies and has tried scores of cases at the Superior Court level, along with representing clients before the California Court of Appeal and the California Supreme Court. John successfully represented the Banning Ranch Conservancy in the landmark CEQA decision by the California Supreme Court, *Banning Ranch Conservancy v. City of Newport Beach*, 2 Cal.5th 918 (2017). (Attached)

John previously served as general or special counsel to the redevelopment agencies in the cities of Anaheim, Calimesa, Culver City, Ontario (major projects included the Ontario Auto Center, Ontario Mills and the Ontario Convention Center), Orange and Santa Clarita.

Prior to co-founding Leibold McClendon & Mann, John was an attorney in the Public Law Group of Stradling Yocca Carlson & Rauth.

The Agreement for Legal Services will be submitted prior to the City Council meeting via blue folder.

**COORDINATION**

The Agreement for Legal Services will be approved by Leibold McClendon & Mann and the City Attorney's Office and submitted prior to the City Council meeting via blue folder.

**FISCAL IMPACT**

The billing rate specified in the Agreement for Legal Services is \$425 per hour, which is John McClendon's highly discounted Public Agency rate.

**SUBMITTED BY:**

*Michael W. Webb, City Attorney*

**ATTACHMENTS**

- *Banning Ranch Conservancy v. City of Newport Beach*, 2 Cal.5th 918 (2017)
- Agreement with Leibold McClendon & Mann (Attachment will be provided via Blue Folder.)





# Administrative Report

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H.7., File # 24-0593

Meeting Date: 4/9/2024

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**To: MAYOR AND CITY COUNCIL**  
**From: MICHAEL W. WEBB, CITY ATTORNEY**

## **TITLE**

**APPROVAL OF AN AGREEMENT FOR LEGAL SERVICES WITH LEIBOLD MCCLENDON & MANN**

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The firm also counts as clients prominent non-profits like Habitat for Humanity-Los Angeles, Second Harvest Food Bank and the Banning Ranch Conservancy. The bedrock of these long and varied relationships can be found in the firm's core value: combining highly experienced attorneys with personalized service at a fair price.

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Prior to co-founding Leibold McClendon & Mann, John was an attorney in the Public Law Group of Stradling Yocca Carlson & Rauth.

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**COORDINATION**

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**FISCAL IMPACT**

The billing rate specified in the Agreement for Legal Services is \$425 per hour, which is John McClendon's highly discounted Public Agency rate.

**SUBMITTED BY:**

*Michael W. Webb, City Attorney*

**ATTACHMENTS**

- *Banning Ranch Conservancy v. City of Newport Beach*, 2 Cal.5th 918 (2017)
- Agreement with Leibold McClendon & Mann (Attachment will be provided via Blue Folder.)

**IN THE SUPREME COURT OF CALIFORNIA**

BANNING RANCH CONSERVANCY,	)	
	)	
Plaintiff and Appellant,	)	
	)	S227473
v.	)	
	)	Ct.App. 4/3 G049691
CITY OF NEWPORT BEACH et al.,	)	
	)	Orange County
Defendants and Appellants;	)	Super. Ct. No. 30-2012-00593557
	)	
NEWPORT BANNING RANCH LLC et al.,	)	
	)	
Real Parties in Interest and	)	
Appellants.	)	
_____	)	

The City of Newport Beach (the City) approved a project for the development of a parcel known as Banning Ranch. Banning Ranch Conservancy (BRC) opposed the project and sought a writ of mandate to set aside the approval. It alleged two grounds for relief: (1) the environmental impact report (EIR) was inadequate, and (2) the City violated a general plan provision by failing to work with the California Coastal Commission (Coastal Commission) to identify wetlands and habitats. The trial court found the EIR sufficient, but granted BRC relief on the ground that the general plan required the City to cooperate with the Coastal Commission before approving the project.

The Court of Appeal agreed that the EIR complied with the requirements of the California Environmental Quality Act (CEQA).<sup>1</sup> However, it reversed on the general plan issue, accepting the City’s argument that the plan would be satisfied if the City worked with the commission after project approval, during the process for obtaining a coastal development permit.

In this court, the parties have briefed and argued both the general plan and CEQA questions. The CEQA dispute centers on whether an EIR must identify areas that might qualify as environmentally sensitive habitat areas (ESHA) under the California Coastal Act of 1976 (Coastal Act; § 30000 et seq.), and account for those areas in its analysis of project alternatives and mitigation measures. We hold that CEQA so requires. The City’s EIR is inadequate because it omitted any consideration of potential ESHA on the project site, as well as ESHA that were already identified. Because BRC is entitled to relief on its CEQA claims, we need not address the general plan issues.

## I. BACKGROUND

### A. *Banning Ranch, the General Plan, the Coastal Land Use Plan, and ESHA*

Banning Ranch is a privately owned 400-acre tract of largely undeveloped property, containing both oilfield facilities and wildlife habitat. Significantly, it lies in the coastal zone that the Legislature has designated for special protection under the Coastal Act. (§ 30001.5.) Most development in the coastal zone requires a coastal development permit. (§ 30600.)

Although most of Banning Ranch is in unincorporated Orange County, all of it falls within the City’s “sphere of influence” for zoning and planning purposes. (See Gov. Code, § 56425 et seq.) The City’s general plan sets out two

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<sup>1</sup> Public Resources Code, section 21000 et seq. Unless otherwise noted, further statutory references are to the Public Resources Code.

alternative goals for the area. The preferred option is community open space, with development limited to nature education facilities and a park. The second alternative would allow construction of up to 1,375 residential units, 75,000 square feet of retail facilities, and 75 hotel rooms. As to both alternatives, the plan calls for consolidating the oil operations and restoring wetlands and wildlife habitats. A general plan “strategy” titled “Coordination with State and Federal Agencies” requires the City to “[w]ork with appropriate state and federal agencies to identify wetlands and habitats to be preserved and/or restored and those on which development will be permitted.” (City of Newport Beach, General Plan (July 2006) ch. 3, Land Use Element, p. 3-76.)

In addition to having a general plan, every local government in the coastal zone must submit a local coastal program for Coastal Commission approval. The program consists of a coastal land use plan (CLUP) and implementing regulations. The CLUP may be completed first, with regulations developed later. (*Yost v. Thomas* (1984) 36 Cal.3d 561, 566; § 30500.) The City had yet to enact its regulatory component, or to adopt procedures for issuing coastal development permits, and thus did not have a certified local coastal program. (See § 30600, subd. (b)(1).) Accordingly, the Coastal Commission exercised permitting authority over development on Banning Ranch. (See § 30600, subd. (c).)

The City did have a certified CLUP, but chose to exclude Banning Ranch from its scope. The general plan explains that “Banning Ranch is a Deferred Certification Area . . . due to unresolved issues related to land use, public access, and the protection of coastal resources.” (City of Newport Beach, General Plan, *supra*, ch. 13, Implementation Program, p. 13-8.) The CLUP defines ESHA in the same terms as section 30107.5 of the Coastal Act: “any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem . . . which could be easily disturbed or

degraded by human activities and developments” is an environmentally sensitive habitat area. (City of Newport Beach, Local Coastal Program (Dec. 13, 2005) Coastal Land Use Plan, 4.1.1, p. 4-1.) The CLUP sets out criteria for identifying ESHA and establishes a presumption, rebuttable by “site-specific evidence,” that areas meeting those criteria are ESHA.

The Coastal Act specifies that “[e]nvironmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas.” (§ 30240, subd. (a).) “Development in areas adjacent to environmentally sensitive habitat areas . . . shall be sited and designed to prevent impacts which would significantly degrade those areas, and shall be compatible with the continuance of those habitat . . . areas.” (§ 30240, subd. (b).)

#### *B. The Proposed Development and the Early Identification of ESHA*

The City was unable to raise the funds to buy Banning Ranch for open space. In August 2008 Newport Banning Ranch LLC (NBR) submitted a proposal for a residential and commercial village reaching the maximum levels of development permitted by the general plan. At the City’s request, the proposal included a report on “the extensive field survey work” by NBR’s biological consultant “on potential special status habitats (potential ESHA).” The proposal explained that the project was designed to avoid all areas of ESHA as defined by the CLUP, with one exception. A major access road would have unavoidable impacts on 0.06 acre of potential scrub ESHA and 0.02 acre of potential riparian ESHA. These impacts would be fully mitigated. A map included in the biological report showed numerous potential ESHA throughout Banning Ranch.

The City was not satisfied with NBR’s proposed road network. Banning Ranch is bordered by the Santa Ana River and other wetland areas to the west, and by 19th Street to the north. (For a map of the area, with the roadway plan

ultimately approved by the City, see appen. A.) West Coast Highway, which runs along the coastline, forms the southern boundary. The eastern boundary is intersected or approached by 15th, 16th, 17th, and 18th Streets. The southeastern corner of the site is bordered by Sunset Ridge Park, a separate City project that was in progress at the time of NBR's proposal. NBR's plans called for a new "Bluff Road," running north from the highway and curving east to meet 15th Street, with another segment extending northward. The Orange County master plan of arterial highways (MPAH) envisioned Bluff Road as a six-lane divided road running north and south through the eastern portion of Banning Ranch, connecting 19th Street with the highway. However, NBR proposed to omit the segment between 19th and 17th streets in order to limit ESHA impacts. It contemplated amending the MPAH to reflect this change.

The mayor and city council wanted Bluff Road to run all the way to 19th Street. NBR submitted a revised plan, saying it would accommodate the "road circulation network requested by the City of Newport Beach as a public benefit." NBR's biological consultant pointed out that the changes "would significantly impact scrub, wetlands, and riparian habitat that would be considered [ESHA] pursuant to the City's [CLUP] as well as the California Coastal Act . . . . It is important to note that impacts to ESHA are prohibited [by the] California Coastal Act except for certain allowable uses, and the proposed connectors would be problematic to the California Coastal Commission."

Under CEQA, the "lead agency" is "the public agency which has the principal responsibility for carrying out or approving a project." (§ 21067.) As lead agency for the NBR project, the City was responsible for preparing an EIR. (See § 21100, subd. (a).) The process entails circulation of a notice of preparation, followed by draft and final EIRs. The public may submit comments on the notice

of preparation and the draft EIR. (Cal. Code Regs., tit. 14, §§ 15082, 15087, 15089.)<sup>2</sup>

The City retained its own environmental consultant. In March 2009, it gave notice that it would prepare a draft EIR for the Banning Ranch project. The notice stated that the project “includes areas that may be defined and regulated under the California Coastal Act . . . as either wetlands or environmentally sensitive habitat areas (ESHAs).” The notice also explained that because the City did not have a certified local coastal program, it could not issue coastal development permits for the project. If the City approved the project plans, NBR would apply for a coastal development permit from the Coastal Commission.

A number of public comments on the notice mentioned the need to identify ESHA in the EIR. The City of Costa Mesa suggested that “[g]iven the significance of the project site, the EIR should consider the Coastal Commission thresholds for impacts to wild life and endangered species.” A consultant and a board member for BRC, the group that eventually brought this lawsuit, also urged the City to use Coastal Commission standards to assess ESHA on the site. Another BRC member commented that the proposed Bluff Road extension crossed ESHA, and would not be approved by the commission.

In April 2009, Coastal Commission staff learned that vegetation had been cleared from three areas on Banning Ranch without a coastal development permit. Investigation disclosed that NBR had leased portions of its property to a contractor doing utility work. The contractor cleared the areas and used them for parking and storage. In September and December 2010, the City and NBR representatives visited the sites with a Coastal Commission ecologist to determine the extent of

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<sup>2</sup> Subsequent references to “Guidelines” are to the CEQA guidelines found in title 14 of the California Code of Regulations, section 15000 et seq.



the unpermitted activity and its impacts. The ecologist decided that two cleared areas, one on Banning Ranch and one straddling the boundary between the ranch and City property, met the definition of ESHA.<sup>3</sup> The City and NBR disputed that determination and submitted documents supporting their view. Ultimately, however, they chose not to contest the ESHA findings.

The parties formalized a stipulation that commission staff's ESHA findings would be determinative only as to the two areas at issue, and that the commission would undertake a separate analysis of other areas in any future proceedings. The City and NBR noted their disagreement with the findings and retained the right to present evidence on whether other areas were ESHA. The commission adopted the staff findings, which included a determination that the unpermitted activity was inconsistent with policies in the City's CLUP.<sup>4</sup> It issued consent orders requiring the City and NBR to restore the damaged sites.

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<sup>3</sup> The ecologist prepared a memorandum describing the December 2010 site visit. She noted that the parties had discussed "our approach to making an ESHA determination." The memorandum refers to the map of potential ESHA on Banning Ranch that was part of the biological report accompanying NBR's original project proposal. It observes that the biological report "was posted on the City of Newport Beach website and downloaded in August 2009; it has since been removed. . . . Given that the vegetation . . . and ESHA . . . exhibits portray the expert opinion of [NBR's consultant] at the time they were developed, we believe it is appropriate to consider this information, along with other sources, in our ESHA determination. We note that these data support our ESHA conclusions . . . ."

<sup>4</sup> Staff noted that until the City obtained certification of its local coastal program, Coastal Act standards governed permitting and enforcement. However, "because the City's CLUP has been certified and Banning Ranch is within the City's sphere of influence, it serves as a valuable guidance document in such matters." The report quotes at length from the CLUP's provisions regarding ESHA.

In March 2011, shortly before the consent orders were finalized, City and NBR representatives met with Coastal Commission staff to talk about Banning Ranch. Topics included attempts by commission staff to visit the project site, and the fact that there had been “no recent contacts with [commission] staff.” Several months later the City’s planning manager e-mailed the NBR project manager, asking what revisions would be made as a result of the commission’s designation of ESHA on the site. The NBR manager responded, “No revisions. We will have to fight for our project — just as the City will for its park — but it can be built as proposed after re-vegetating the two [areas] (which are in areas already designated for open space) and providing the mitigation (again which is areas already designated for open space — most of which is in the open space at the north of the property). [¶] In short — the [Coastal Commission] agreement will not affect the [draft] EIR.”

The reference to the City’s park was to Sunset Ridge Park, the separate project bordering Banning Ranch to the southeast. The final EIR for the park project had been certified a year earlier. (See *Banning Ranch Conservancy v. City of Newport Beach* (2012) 211 Cal.App.4th 1209, 1219 (*Banning Ranch I*)). The Sunset Ridge Park EIR designated no area of the park as ESHA under the City’s CLUP, but acknowledged that two areas might be considered ESHA by the Coastal Commission. (*Id.* at pp. 1233-1234.) The proposed public access to the park was a road over Banning Ranch, the size and location of which became a significant issue.

### *C. The Park Road Dispute*

Commission staff issued a report in October 2011 recommending that a coastal development permit be denied for Sunset Ridge Park. The report explained that the City sought access to its park through Banning Ranch under an agreement with NBR. The proposed access road crossed ESHA that were

occupied by the endangered California gnatcatcher. After working with the City and considering several alternatives, staff had identified a route that would avoid direct impacts on gnatcatcher habitat. Staff was prepared to recommend approval of this alignment if the road was restricted to two lanes with limited daily usage and gnatcatcher habitat was created on each side, with some other habitat improvements.

The City and NBR would not agree to these conditions. The draft EIR for the Banning Ranch project, which had just circulated, proposed widening the road to four lanes. It would serve both the park and the NBR development, becoming a major arterial road used by thousands of vehicles a day. Commission staff observed that such a road would directly affect the ESHA already identified, and others that were likely to be determined. The staff report concluded:

“To summarize, staff has been working earnestly with the City to identify a [park] project that could be approved pursuant to modifications and special conditions to bring it into compliance with the Coastal Act. However, after further review, and after further communication with the City and with [NBR], it has become clear that they cannot address the threshold issue of foreclosing future expansion of the park access road, so that ESHA, buffers, and the California gnatcatcher that relies on them, are permanently protected . . . . Compromises on the widths and kinds of uses within buffers would also be required, that could only be offset by revegetating the buffers with [plants] suitable for use by gnatcatchers, and permanently preserving those areas. Certain issues remain unresolved related to vernal pools and the legality of mowing habitat that would otherwise be ESHA. Therefore, in our final analysis based on the information now before us, staff determined that the proposed [park] project is not consistent with the Coastal Act, and the proposed project must be denied. If the City and [NBR] anticipate a larger road . . . to serve future development on the Banning Ranch property, all impacts

associated with a road in this location should be reviewed in the context of the larger development it will ultimately serve. Approval of a smaller road and its associated impacts is premature at this time.” (Cal. Coastal Com., Staff Rep. on application No. 5-10-168 (Oct. 20, 2011) pp. 6-7.)

In a responding letter, the City claimed it had no legal authority to revegetate the roadside areas, which would “create a new resource” instead of providing a buffer. The letter said “it continues to be the position of the City that its proposed park access road is not a precursor for future [NBR development].” However, the City acknowledged that the proposed arterial road for the Banning Ranch project was “double the size of the park road,” and that the park road was “located with aforethought in the approximate location” of the arterial road. The City protested the restrictions on the park access road as a “preemptive strike on future development” that was beyond the scope of the Coastal Commission’s permitting authority. It noted that foreclosing the construction of an arterial road on Banning Ranch would conflict with the circulation element of the City’s general plan, the County’s master plan, and countywide transportation funding requirements.

#### *D. The Draft EIR and Public Comments*

The City circulated a draft EIR for the Banning Ranch project in September 2011. The document explained that while the City could not issue coastal development permits, it did “review[] pending development projects for consistency with the General Plan, Zoning regulations, and the CLUP” before applicants sought coastal development permits from the Coastal Commission. The draft EIR did not identify potential ESHA or discuss the subject in any substantive detail. It noted in various places that the project would require a permit from the commission, which would determine whether Banning Ranch contained ESHA.

The City acknowledged that in doing so, the commission would take guidance from the CLUP.

Many comments on the Banning Ranch draft EIR complained about the omission of an ESHA analysis. One comment asserted that the avoidance of any ESHA determination was “egregious” because both NBR and the City *knew* there were ESHA on Banning Ranch because of the Coastal Commission consent orders. A consultant retained by BRC claimed that while the draft EIR did not include a map of probable ESHA, a computer search would reveal “numerous wetland polygons . . . indicating the EIR preparer’s opinion regarding the limits of wetland ESHA on the project site; many of these areas are proposed for permanent impacts, which is inconsistent with the Coastal Act.” Another comment referred to a hearing on the park access road, from which “it appears that the Coastal Commission has identified ESHA at Banning Ranch where the City had not. Habitat mapping [in the EIR] must be revised to reflect [the] observations and the standards of the Coastal Commission.”

The Coastal Commission submitted 15 pages of staff comments, noting they “should not be construed as representing the opinion of the Coastal Commission itself.” Staff said the City’s CLUP provided “strong guidance” even though no local coastal program was in place. They suggested the EIR address whether the proposed development was consistent with policies in both the CLUP and the Coastal Act. Several comments pertained to ESHA.

Commission staff pointed out that under the Coastal Act, development must avoid impacts to ESHA. They said section 30240 does not permit “non-resource dependent impacts to an ESHA area,” even if there is mitigation in other areas. “Rather, Section 30240 requires that proposed new development be located outside of ESHA areas. Additionally, Section 30240 requires siting, design, and appropriate buffers to ensure that development adjacent to ESHA does not result

in” ESHA impacts. Staff recommended that the EIR use the CLUP to evaluate sensitive habitat areas and appropriate buffer zones. “[I]t is important that the EIR process incorporate a determination of probable ESHA areas and their required buffers before land use areas and development footprints are established.” Staff proposed that ESHA, wetland, and buffer zone delineations be reviewed by commission biologists before the EIR was finalized.

Based on a “preliminary analysis,” commission staff found that the proposed Banning Ranch development was inconsistent with the ESHA requirements of the Coastal Act, particularly the four-lane portion of Bluff Road connecting with West Coast Highway. They urged that the EIR “more fully consider alternative intensities of development on the site and alternative means to access the property,” because any access road from West Coast Highway would likely be found inconsistent with the Coastal Act. The comment added that some grading and placement of structures appeared to infringe on sensitive areas mapped in the draft EIR, and “[o]nce more fully mapped as recommended herein, the quantity of sensitive habitat areas may be even more extensive. In any event, it’s clear that the proposed development would result in the elimination of habitat supporting sensitive species.” Staff suggested the City evaluate alternatives to avoid these impacts.

#### *E. The Final EIR*

In the final EIR, the City responded to comments but did not change its position on ESHA determinations. Regarding the Coastal Commission consent orders, the City said the agreed-upon restoration plan was being implemented. It acknowledged that the commission had identified two ESHA on the project site. However, it said the commission “has not made an ESHA determination for the remainder of the . . . site, and no conclusions of ESHA can and will be made by the City at this time as part of the EIR process that would in any way bind the

Coastal Commission or elucidate on the Coastal Commission's ultimate conclusions [*sic*]. Rather, as appropriate under CEQA, the City has analyzed the impacts of the project, and concluded that they can be reduced to a less-than-significant level or avoided with appropriate measures. As stated in the Consent Orders, a separate analysis will be undertaken by the Coastal Commission in connection with any future Coastal Development Permit application or proceeding before the Coastal Commission involving these properties.”

In a general discussion of ESHA, the City emphasized that Sunset Ridge Park and the NBR development were separate projects, and that the park was beyond the scope of the Banning Ranch EIR. Although the Coastal Commission was responsible for ESHA determinations, the City had “taken into consideration . . . the policies of the Coastal Act in the Draft EIR and provide[d] a consistency analysis of the proposed Project and those policies.” The City referred to a table in the draft EIR finding the project generally consistent with a list of Coastal Act provisions, but without any mention of ESHA. It recognized that “the proposed alignment of Bluff Road is within areas that were identified as ESHA by the Coastal Commission in the Consent Orders. The Coastal Commission has not reviewed the Newport Banning Ranch proposal and has not made any recommendations regarding Bluff Road at this time. The Coastal Commission has, however, reviewed the City's Sunset Ridge Park application which included a park access road in this same area and made recommendations on reconfiguring the entry road to minimize impacts to sensitive coastal resources in a manner that could be found consistent with the Coastal Act and Section 30240 in particular.” The City did not mention that it had rejected those recommendations, saying only that it had later “revised its application for Sunset Ridge Park.”

The City disavowed any obligation to further consider ESHA. It claimed it had “fulfilled its obligation under CEQA to analyze the significant impacts of a

project on the physical environment.” It maintained that ESHA findings were “within the discretion of the Coastal Commission, or a local agency as part of its [local coastal plan] certification process. While the Draft EIR must identify a project’s impact on the environment, including biological resources such as sensitive species and sensitive native vegetation, it is not required to make a finding pursuant to the Coastal Act. That would be within the discretion and authority of the Coastal Commission when this Project comes before them.” The City noted that NBR would “apply for a Coastal Development Permit to implement its proposed Project. The Coastal Commission’s comments regarding the level of detail required for a Coastal Development Permit will be forwarded to [NBR] for its consideration in preparing its application to the Coastal Commission.”<sup>5</sup>

With regard to using the CLUP to analyze environmental impacts, the City noted Banning Ranch’s status as a deferred certification area, and argued that “the policies in the City’s CLUP are not applicable to the Banning Ranch property. . . . Because the City does not have a certified [local coastal plan], and the City’s CLUP does not include the Banning Ranch property, the City acknowledges that any consideration of a Coastal Development Permit for the Project site would require a finding of consistency with the . . . policies of the Coastal Act.”

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<sup>5</sup> An e-mail from the City’s planning manager to its environmental consultant, shortly before the final EIR was released, also indicates the City’s expectation that NBR would shoulder the responsibility for meeting Coastal Commission requirements. When asked how much time and effort the consultant should spend preparing a response to anticipated commission staff comments on archaeological resources, the planning manager wrote: “Very little. After the EIR’s certified, the work is done. It will be [NBR’s] responsibility to get it through [the Coastal Commission].”



In response to commission staff’s ESHA comments, the City stated: “The purpose of the Draft EIR is to analyze a proposed project’s impact on the physical environment. It is not, in and of itself, a policy consistency analysis, except to the extent that such inconsistencies reveal environmental impacts that otherwise are not discussed. . . . [T]he Draft EIR analyzes the proposed Project’s impact on biological resources, including federal and State listed endangered and threatened species, sensitive plant and animal species, and specific habitats such as wetlands and vernal pools. All impacts to these resources would be mitigated or avoided with the Mitigation Program . . . . The Draft EIR acknowledges that the Coastal Commission makes the determination as to whether any or all of these constitute ESHA under the Coastal Act, and application of the policies of the Coastal Act to the existing conditions on the Project site would be undertaken as part of the Coastal Commission’s Coastal Development Permit process.” The City did not directly respond to staff’s concern about the identification of potential ESHA “before land use areas and development footprints are established.” It did not respond at all to the suggestion that ESHA and buffer zone delineations be reviewed by commission staff before the EIR was finalized.

The City extensively addressed commission staff’s comments on the Bluff Road access from West Coast Highway. It acknowledged that the staff recommendations prepared for the Sunset Ridge Park permit application included a finding that the proposed arterial road would be inconsistent with the Coastal Act. However, the City noted that no action had yet been taken on the Sunset Ridge Park application. It repeated that staff had indicated they would approve an access road from West Coast Highway under some circumstances. A new connection from 19th Street to the highway was a “fundamental goal” of the project, and the City had accepted funding from the county (“Measure M” funds) premised on the condition that it would complete that link. It found that

elimination of access from the highway would be “infeasible” in light of these constraints.

The City’s response concluded: “Bluff Road through the property is reflected in the City’s General Plan Circulation Element Master Plan of Streets and Highways and the Orange County MPAH. The City cannot eliminate this planned circulation improvement without amending its Circulation Element, and cannot unilaterally amend the County’s MPAH. Further, eliminating Bluff Road would place the City in conflict with its obligations assumed in connection with its acceptance of Measure M funds. Finally, eliminating Bluff Road access from West Coast Highway would not substantially lessen impacts to biological resources and would eliminate an alternative means of coastal access.”

*F. Project Approval and the Litigation Below*

The City certified the final EIR in July 2012. It also approved NBR’s master development plan, a development agreement, and zoning changes for Banning Ranch. BRC challenged the project approval by seeking a writ of mandate. It contended the EIR did not adequately disclose or analyze environmental impacts and mitigation measures with respect to ESHA, instead deferring these critical functions. BRC also alleged that the City had violated its obligation under the general plan to work with the Coastal Commission to identify areas on Banning Ranch to be protected from development.

The City responded that CEQA does not require an EIR to include ESHA determinations. It defended its exercise of discretion under the general plan. The trial court rejected the CEQA claims, relying on *Banning Ranch I, supra*, 211 Cal.App.4th 1209. In that case, the Court of Appeal held it was sufficient for the City’s Sunset Ridge Park EIR to note potential ESHA and acknowledge that the Coastal Commission’s designation of ESHA might lead it to reject proposed

mitigation measures. However, the trial court granted BRC's petition, finding that the City had failed to meet its obligations under the general plan.

The Court of Appeal reversed the grant of relief, concluding that the general plan did not require the City to work with the Coastal Commission before project approval. On the CEQA issue, the court agreed with the City that ESHA designations were a legal determination to be made by the Coastal Commission, and not a subject for consideration in the EIR. Like the trial court, the Court of Appeal found support in *Banning Ranch I, supra*, 211 Cal.App.4th at pages 1233-1234. It acknowledged that in *Banning Ranch I* the park *was* subject to the City's CLUP, and the City *did* identify potential ESHA in the EIR. However, it deemed these differences unimportant, finding it sufficient for the Banning Ranch EIR to note that the project was outside the scope of the CLUP and the Coastal Commission would determine whether ESHA would be affected. The court concluded, "CEQA does not require the City to prognosticate as to the likelihood of ESHA determinations and coastal development permit approval."

## II. DISCUSSION

### A. *Sufficiency of the EIR*

"[A]n agency may abuse its discretion under CEQA either by failing to proceed in the manner CEQA provides or by reaching factual conclusions unsupported by substantial evidence. (§ 21168.5.) Judicial review of these two types of error differs significantly: While we determine *de novo* whether the agency has employed the correct procedures, 'scrupulously enforc[ing] all legislatively mandated CEQA requirements' (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564), we accord greater deference to the agency's substantive factual conclusions. In reviewing for substantial evidence, the reviewing court 'may not set aside an agency's approval of an EIR on the ground that an opposite conclusion would have been equally or more reasonable,'

for, on factual questions, our task ‘is not to weigh conflicting evidence and determine who has the better argument.’ (*Laurel Heights [Improvement Assn. v. Regents of University of California]* (1988) 47 Cal.3d [376,] 393.” (*Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 435 (*Vineyard*).)

Whether an EIR has omitted essential information is a procedural question subject to de novo review. (*Vineyard, supra*, 40 Cal.4th at p. 435; *Sierra Club v. State Bd. of Forestry* (1994) 7 Cal.4th 1215, 1236 (*Sierra Club*).) Here the principal issue is whether the Banning Ranch EIR was required to identify potential ESHA and analyze the impacts of the project on those areas. CEQA requires every EIR to identify “[a]ll significant effects on the environment of the proposed project,” which would generally include effects on sensitive habitat areas. (§ 21100, subd. (b)(1); see Guidelines, § 15126.2.) ESHA, however, are “rare or especially valuable” habitat areas in the coastal zone, given enhanced protection by the Coastal Act. (§ 30107.5) They must be “protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas.” (§ 30240, subd. (a).) Development adjacent to ESHA “shall be sited and designed to prevent impacts which would significantly degrade those areas, and shall be compatible with the continuance of those habitat . . . areas.” (§ 30240, subd. (b).)

The City argues that CEQA imposes no duty to consider the Coastal Act’s ESHA requirements. It claims it was sufficient for the Banning Ranch EIR to analyze the impacts of the NBR project, including those on sensitive habitat areas, without accounting for potential ESHA. Essentially, the City claims it was entitled to ignore the fact that Banning Ranch is in the coastal zone. The City’s position is untenable. CEQA sets out a fundamental policy requiring local agencies to “integrate the requirements of this division with planning and

environmental review procedures otherwise required by law or by local practice so that all those procedures, to the maximum feasible extent, run concurrently, rather than consecutively.” (§ 21003, subd. (a).) The CEQA guidelines similarly specify that “[t]o the extent possible, the EIR process should be combined with the existing planning, review, and project approval process used by each public agency.” (Guidelines, § 15080.)

An EIR project description must include “[a] list of related environmental review and consultation requirements [found in] federal, state, or local laws, regulations, or policies. *To the fullest extent possible, the lead agency should integrate CEQA review with these related environmental review and consultation requirements.*” (Guidelines, § 15124, subd. (d)(1)(C), italics added; see also Guidelines, § 15006, subd. (i).) Toward that end, agencies are encouraged to “[c]onsult[] with state and local responsible agencies before and during preparation of an environmental impact report so that the document will meet the needs of all the agencies which will use it.” (Guidelines, § 15006, subd. (g).) Here, the City ignored its obligation to integrate CEQA review with the requirements of the Coastal Act, and gave little consideration to the Coastal Commission’s needs.

The Guidelines specifically call for consideration of related regulatory regimes, like the Coastal Act, when discussing project alternatives. An EIR must “describe a range of reasonable alternatives to the project,” or to its location, that would “feasibly attain” most of its basic objectives but “avoid or substantially lessen” its significant effects. (Guidelines, § 15126.6, subd. (a).) Among the factors relevant to the feasibility analysis are “other plans or regulatory limitations, [and] jurisdictional boundaries (projects with a regionally significant impact should consider the regional context).” (*Id.*, subd. (f)(1).) By definition, projects with substantial impacts in the coastal zone are regionally significant.

(Guidelines, § 15206, subd. (b)(4)(C).)<sup>6</sup> Thus, the regulatory limitations imposed by the Coastal Act’s ESHA provisions should have been central to the Banning Ranch EIR’s analysis of feasible alternatives.

Evaluation of project alternatives and mitigation measures is “[t]he core of an EIR.” (*Citizens of Goleta Valley v. Board of Supervisors*, *supra*, 52 Cal.3d at p. 564 (*Goleta Valley*)). “The purpose of an environmental impact report is to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment; to list ways in which the significant effects of such a project might be minimized; and to indicate alternatives to such a project.” (§ 21061; see § 21002.1, subd. (a).) CEQA procedures “are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.” (§ 21002; see Guidelines, §§ 15126.4, 15126.6.)

Decisions as to the feasibility of alternatives and mitigation measures are subject to a rule of reason. (*Goleta Valley*, *supra*, 52 Cal.3d at p. 565; *Laurel Heights Improvement Assn. v. Regents of University of California*, *supra*, 47 Cal.3d at p. 407 (*Laurel Heights I*); see Guidelines, § 15126.6, subd. (f)(1).) No one factor establishes a categorical limit on the scope of reasonably feasible alternatives to be discussed in an EIR. (*Goleta Valley*, at p. 566; Guidelines, § 15126.6, subd. (f).) Here, however, the City’s EIR omitted *any* analysis of the Coastal Act’s ESHA requirements. It did not discuss which areas might qualify as

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<sup>6</sup> In general, an EIR must take “the regional setting” of a project into account, placing “[s]pecial emphasis . . . on environmental resources that are rare or unique to that region and would be affected . . . .” (Guidelines, § 15125, subd. (c).) “[T]he significant effects of the project [must] be considered in the full environmental context.” (*Ibid.*)

ESHA, or consider impacts on the two ESHA delineated in the Coastal Commission's consent orders. As a result, the EIR did not meaningfully address feasible alternatives or mitigation measures.<sup>7</sup> Given the ample evidence that ESHA are present on Banning Ranch, the decision to forego discussion of these topics cannot be considered reasonable.

None of the City's justifications for deferring the ESHA analysis is persuasive. It contends it has no authority to designate ESHA on Banning Ranch because only the Coastal Commission can do that. Amicus curiae League of California Cities makes a similar argument that lead agencies are not required to make legal determinations within the province of another agency. The League expresses concern that ESHA identifications in EIRs might be subject to de novo judicial review. However, a lead agency is not required to make a "legal" ESHA determination in an EIR. Rather, it must discuss potential ESHA and their ramifications for mitigation measures and alternatives when there is credible evidence that ESHA might be present on a project site. A reviewing court considers only the sufficiency of the discussion.<sup>8</sup>

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<sup>7</sup> We express no view as to whether ESHA impacts must be avoided, as opposed to mitigated. (See *Bolsa Chica Land Trust v. Superior Court* (1999) 71 Cal.App.4th 493, 507.) The issue never arose here because the EIR did not discuss ESHA impacts. We use "mitigation" in a general sense, to include such measures as buffer zones.

<sup>8</sup> BRC contends the City *did* have legal authority to designate ESHA, relying on *Douda v. California Coastal Com.* (2008) 159 Cal.App.4th 1181. *Douda* is inapposite; there the court reviewed a challenge to the *Coastal Commission's* authority to designate ESHA. (*Id.* at p. 1191.) In passing, the court noted that a local government may become an "issuing agency," i.e., an agency empowered to issue a coastal development permit, before it certifies a local coastal program. (*Id.* at pp. 1188, 1191.) For that to happen, however, the local agency must "establish procedures for the filing, processing, review, modification, approval, or denial of a coastal development permit." (§ 30600, subd. (b)(1).) The City had no such procedures in place.

(footnote continued on next page)

The City claims that identification of potential ESHA would be merely speculative. The argument fails for several reasons. First, no speculation was involved with respect to the two ESHA covered by the consent orders.<sup>9</sup> These areas were in the path of the Bluff Road access from West Coast Highway, yet the City approved the road without considering ESHA requirements. Further, the City knew that NBR's own biological consultant had identified numerous potential ESHA in other areas. The City's CLUP provided guidelines for identifying ESHA. The City was offered the assistance of Coastal Commission staff. It had ample bases for an informed discussion of the NBR project's potential ESHA impacts. "The fact that precision may not be possible . . . does not mean that no analysis is required. 'Drafting an EIR . . . involves some degree of forecasting. While foreseeing the unforeseeable is not possible, an agency must use its best efforts to find out and disclose all that it reasonably can.' (Guidelines, § 15144.)" (*Laurel Heights I, supra*, 47 Cal.3d at p. 399.) Here the City did not use its best efforts to investigate and disclose what it discovered about ESHA on Banning Ranch.

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*(footnote continued from previous page)*

The *Douda* court, in the course of summarizing the terms of section 30600, which are less than crystalline, suggested that a local agency might be authorized to issue permits without either certifying a local coastal program or following section 30600, subdivision (b)(1). (*Douda v. California Coastal Com., supra*, 159 Cal.App.4th at p. 1188.) The suggestion is incorrect. The statute leaves no room for such a scenario. (§ 30600, subs. (c) & (d).)

<sup>9</sup> BRC asserts the City had earlier determined that *all* of Banning Ranch was ESHA. The claim is misleading. As the City explains, a study referenced in a 2003 planning document had generally identified Banning Ranch as "ESHA." After Coastal Commission staff cautioned the City about the consequences of designating ESHA under the Coastal Act, the City changed its usage to refer to Banning Ranch as an "environmental study area."



It also appears that the City has evaluated ESHA impacts as a matter of course for other projects. The EIR explained that even though it did not have a certified local coastal program and therefore could not issue coastal development permits, the City did review project applications for consistency with its general plan, zoning regulations, and CLUP. Applicants would then seek a coastal development permit from the Coastal Commission. Accordingly, it seems the City *routinely* applied its CLUP requirements, which include specific ESHA guidelines, even though ultimate ESHA determinations would be made by the commission. The City's excuse for not doing so in this case is that Banning Ranch is not covered by the CLUP. However, the EIR acknowledged that the commission would consider the CLUP's provisions when it assessed ESHA on Banning Ranch. Nothing prevented the City from doing the same, just as it does for projects within the CLUP.

The City insists that ESHA would be fully considered during the permitting phase of the project. Such a delay is inconsistent with CEQA's policy of integrated review. (§ 21003, subd. (a).) As noted, a lead agency must consider related regulations and matters of regional significance when weighing project alternatives. (Guidelines, § 15126.6.) The City's argument is also undermined by *Citizens for Quality Growth v. City of Mt. Shasta* (1988) 198 Cal.App.3d 433. There, the EIR did not discuss a mitigation measure proposed by the United States Army Corps of Engineers. The city justified the omission by claiming the corps would act to protect wetlands during the permit process. The court was not persuaded. "Each public agency is required to comply with CEQA and meet its responsibilities, including evaluating mitigation measures and project alternatives. (See Guidelines, § 15020.)" (*Citizens for Quality Growth*, at p. 442, fn. 8.) Lead agencies in particular must take a *comprehensive* view in an EIR. (§ 21002.1,

subd. (d); *Habitat & Watershed Caretakers v. City of Santa Cruz* (2013) 213 Cal.App.4th 1277, 1298-1299.)

The City's position finds no support in *Banning Ranch I, supra*, 211 Cal.App.4th 1209. In that case the City identified potential ESHA in Sunset Ridge Park and discussed mitigation measures. BRC argued that the Coastal Commission was likely to disagree but did not claim, as it does here, that the City had entirely failed to designate potential ESHA. The *Banning Ranch I* court concluded that the Sunset Ridge Park EIR "adequately flagged potential inconsistencies and addressed them in advance through proposed mitigation." (*Id.* at p. 1234.) Here, the Court of Appeal reasoned that the Banning Ranch EIR also "adequately flagged potential inconsistencies with the Coastal Act by emphasizing (1) that the Project was outside the scope of [the CLUP], and (2) that the Coastal Commission would determine whether ESHAs were affected by the Project." We disagree. Instead of flagging and addressing potential conflicts with Coastal Act provisions, the City avoided any mention of them.

Hanging over the City's briefing, and much of the Court of Appeal opinion, is the supposition that if the City were required to identify potential ESHA in the EIR, it would have to accept the ESHA designations and related measures proposed by commission staff. That is not the case. An EIR is an informational document, not a settlement agreement or a memorandum of understanding. The lead agency may disagree with the opinions of other agencies. (See *North Coast Rivers Alliance v. Marin Municipal Water Dist. Bd. of Directors* (2013) 216 Cal.App.4th 614, 642-643; *California Native Plant Society v. City of Rancho Cordova* (2009) 172 Cal.App.4th 603, 625-626 (*California Native Plant*)). In order to serve the important purpose of providing other agencies and the public with an informed discussion of impacts, mitigation measures, and alternatives, an EIR must lay out any competing views put forward by the lead agency and other

interested agencies. (See § 21061; *Laurel Heights I, supra*, 47 Cal.3d at p. 391.) The Guidelines state that an EIR should identify “[a]reas of controversy known to the lead agency including issues raised by [other] agencies.” (Guidelines, § 15123, subd. (b)(2).) “Disagreement among experts does not make an EIR inadequate, but the EIR should summarize the main points of disagreement among the experts.” (Guidelines, § 15151.) “[M]ajor environmental issues raised when the lead agency’s position is at variance with recommendations and objections raised in the comments must be addressed in detail.” (Guidelines, § 15088, subd. (c).)

The City correctly points out that the ultimate findings regarding ESHA on Banning Ranch will be made by the California Coastal Commissioners themselves, not commission staff. But both the commissioners and interested members of the public are entitled to understand the disagreements between commission staff and the City on the subject of ESHA. The requirement that the City spell out its differences with commission staff “ ‘helps [e]nsure the integrity of the process of decision by precluding stubborn problems or serious criticism from being swept under the rug. . . . [W]here comments from responsible experts or sister agencies disclose new or conflicting data or opinions that cause concern that the agency may not have fully evaluated the project and its alternatives, these comments may not simply be ignored. *There must be good faith, reasoned analysis in response.*’ ” (*People v. County of Kern* (1974) 39 Cal.App.3d 830, 841-842; accord, *Concerned Citizens of Costa Mesa, Inc. v. 32nd Dist. Agricultural Assn.* (1986) 42 Cal.3d 929, 935 (*Concerned Citizens*).) Rather than sweep disagreements under the rug, the City must fairly present them in its EIR. It is then free to explain why it declined to accept commission staff suggestions.

Some information on ESHA and the disputes between the City and commission staff can be gleaned from a diligent search of the EIR appendices and

other elements of the administrative record. However, such a fragmented presentation is inadequate. Readers of an EIR should not be required to “ferret out an unreferenced discussion in [related material] . . . . The data in an EIR must not only be sufficient in quantity, it must be presented in a manner calculated to adequately inform the public and decision makers, who may not be previously familiar with the details of the project. ‘[I]nformation “scattered here and there in EIR appendices,” or a report “buried in an appendix,” is not a substitute for “a good faith reasoned analysis . . . .” ’ ” (*Vineyard, supra*, 40 Cal.4th at p. 442.) Here the City did not make a good faith attempt to analyze project alternatives and mitigation measures in light of applicable Coastal Act requirements. It openly declared that it was omitting any consideration of potential ESHA from the EIR, and deferring that analysis to a subsequent permitting process. The City’s approach, if generally adopted, would permit lead agencies to perform truncated and siloed environmental review, leaving it to other responsible agencies to address related concerns seriatim.

For all the reasons stated above, the Banning Ranch EIR is insufficient. The City did provide a detailed biological analysis of project impacts, which may have been adequate were Banning Ranch not in the coastal zone. But, however technically accurate the City’s analysis might otherwise be, it fell short by failing to account for the Coastal Act’s ESHA protections. “The preparation and circulation of an EIR is more than a set of technical hurdles for agencies and developers to overcome. The EIR’s function is to ensure that government officials who decide to build or approve a project do so with a full understanding of the environmental consequences and, equally important, that the public is assured those consequences have been taken into account. (*Laurel Heights I, supra*, 47 Cal.3d at pp. 391-392.)” (*Vineyard, supra*, 40 Cal.4th at p. 449; see *Concerned Citizens, supra*, 42 Cal.3d at pp. 935-936.) The subject of ESHA on Banning

Ranch was raised early and often by City residents and Coastal Commission staff. The City owed them a reasoned response.

We note that the City's handling of the Banning Ranch EIR not only conflicted with its CEQA obligations, but also ignored the practical reality that the project must ultimately pass muster under the Coastal Act. As one court has observed, coordination between a lead agency and a permitting agency "serves the laudable purpose of minimizing the chance the City will approve the Project, only to have later permits for the Project denied . . . ." (*California Native Plant, supra*, 172 Cal.App.4th at p. 642.) Agreement between the agencies is not necessary, as we have discussed, but conflicts may be avoided or reduced by consultation in early stages.

#### B. *Reversal Is Required*

By certifying an inadequate EIR, the City abused its discretion. "[F]ailure to disclose information called for by CEQA may be prejudicial 'regardless of whether a different outcome would have resulted if the public agency had complied' with the law (§ 21005, subd. (a))." (*Neighbors for Smart Rail v. Exposition Metro Line Construction Authority* (2013) 57 Cal.4th 439, 463.) On the other hand, "there is no presumption that error is prejudicial." (§ 21005, subd. (b).) "Insubstantial or merely technical omissions are not grounds for relief. [Citation.] 'A prejudicial abuse of discretion occurs if the failure to include relevant information precludes informed decisionmaking and informed public participation, thereby thwarting the statutory goals of the EIR process.'" (*Neighbors for Smart Rail*, at p. 463; see *Sierra Club, supra*, 7 Cal.4th at pp. 1236-1237.)

Accordingly, reversal is not called for whenever an agency may have failed to integrate its CEQA review with other environmental review procedures “to the maximum feasible extent.” (§ 21003, subd. (a).)<sup>10</sup> To be prejudicial, a failure to account for related regulations must substantially impair the EIR’s informational function. Here, the City’s failure to discuss ESHA requirements and impacts was neither insubstantial nor merely technical. The omission resulted in inadequate evaluation of project alternatives and mitigation measures. Information highly relevant to the Coastal Commission’s permitting function was suppressed. The public was deprived of a full understanding of the environmental issues raised by the Banning Ranch project proposal.

BRC is entitled to relief on its CEQA claim. We express no view on the general plan issues discussed by the courts below.

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<sup>10</sup> We note that whether such a criticism may fairly be leveled in the first place is a question calling for application of a rule of reason, similar to the rule governing review of an EIR’s analysis of “feasible” project alternatives. (See *Goleta Valley, supra*, 52 Cal.3d at p. 565; Guidelines, § 15126.6, subd. (f)(1).) Other regulations may be complex. Their application may be uncertain. Practical difficulties with interagency coordination may arise at the EIR stage. Courts must be careful not to second-guess good faith efforts to coordinate environmental review.

### III. DISPOSITION

We reverse the Court of Appeal's judgment and remand for further proceedings consistent with the views expressed herein.

**CORRIGAN, J.**

**WE CONCUR:**

**CANTIL-SAKAUYE, C. J.**

**WERDEGAR, J.**

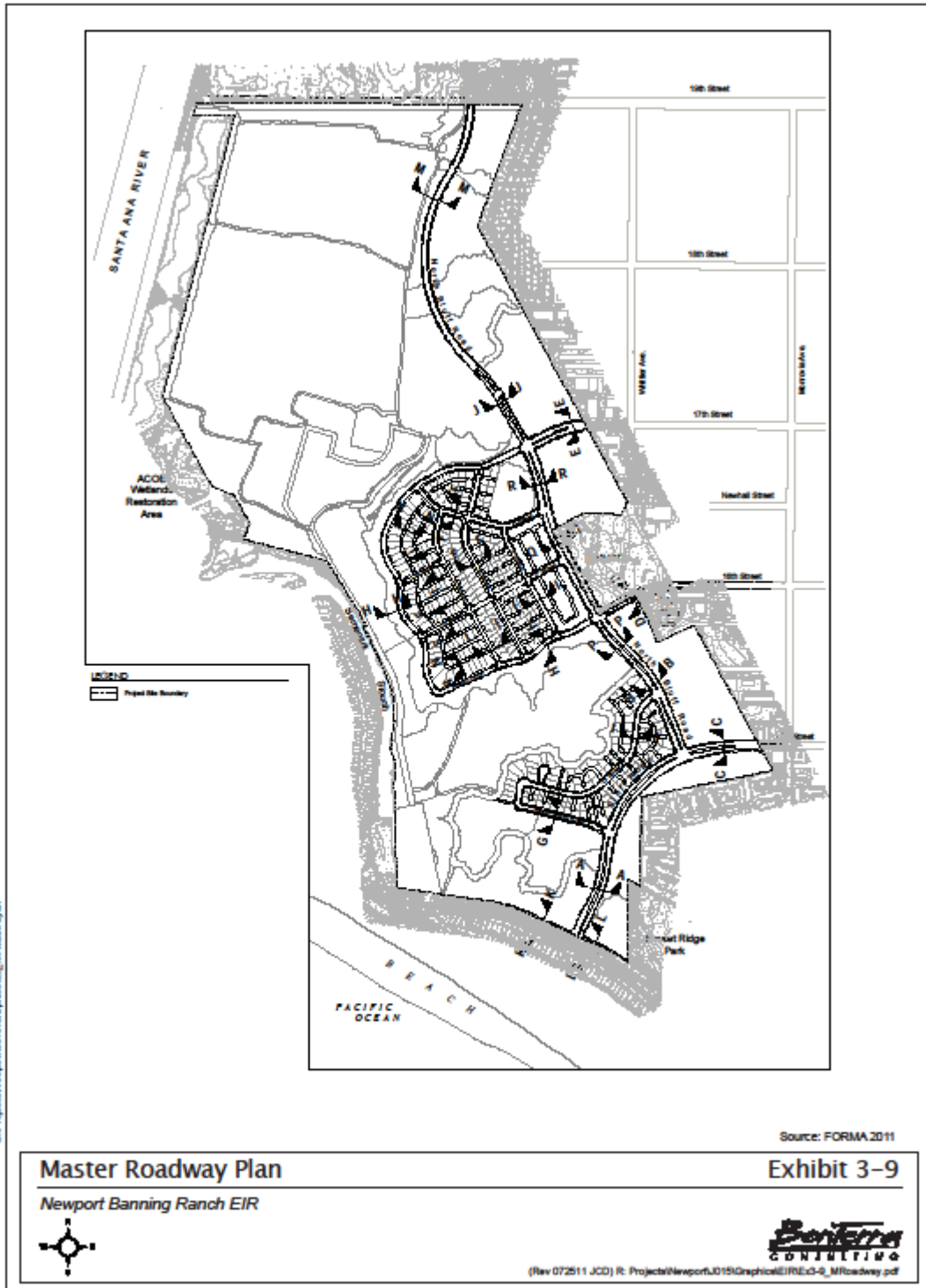
**CHIN, J.**

**LIU, J.**

**CUÉLLAR, J.**

**KRUGER, J.**

Appendix



003200



*See next page for addresses and telephone numbers for counsel who argued in Supreme Court.*

**Name of Opinion** Banning Ranch Conservancy v. City of Newport Beach

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**Unpublished Opinion**  
**Original Appeal**  
**Original Proceeding**  
**Review Granted** XXX 236 Cal.App.4th 1341  
**Rehearing Granted**

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**Opinion No.** S227473  
**Date Filed:** March 30, 2017

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**Court:** Superior  
**County:** Orange  
**Judge:** Robert Louis Becking, Temporary Judge\*, Nancy Weiben Stock and Kim Garlin Dunning

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**Counsel:**

Leibold McClendon & Mann, John G. McClendon, Douglas M. Johnson and David H. Mann for Plaintiff and Appellant.

The Law Office of Julie M. Hamilton, Julie M. Hamilton and Leslie Gaunt for Friends of the Canyon as Amicus Curiae on behalf of Plaintiff and Appellant.

Law Offices of Stephan C. Volker, Stephan C. Volker, Alexis E. Krieg and Daniel P. Garrett-Steinman for North Coast Rivers Alliance as Amicus Curiae on behalf of Plaintiff and Appellant.

Lisa T. Belenky; Coast Law Group and Marco Gonzalez for Center for Biological Diversity, California Native Plant Society and Coastal Environmental Rights Foundation as Amici Curiae on behalf of Plaintiff and Appellant.

Aaron Harp, City Attorney, Leonie Mulvihill, Assistant City Attorney; Remy Moose Manley, Whitman F. Manley and Jennifer S. Holman for Defendants and Appellants.

Thomas Law Group and Tina Thomas for California Infill Builders Federation as Amicus Curiae on behalf of Defendants and Appellants.

Joshua P. Thompson and Christopher M. Kieser for Pacific Legal Foundation as Amicus Curiae on behalf of Defendants and Appellants.

The Sohagi Law Group, Margaret M. Sohagi, Nicole H. Gordon and R. Tyson Sohagi for League of California Cities and California State Association of Counties as Amici Curiae on behalf of Defendants and Appellants.

Manatt, Phelps & Phillips, Susan K. Hori and Benjamin G. Shatz for Real Parties in Interest and Appellants.

Kamala D. Harris, Attorney General, John A. Saurenman, Assistant Attorney General, and Jamee Jordan Patterson, Deputy Attorney General, for California Coastal Commission as Amicus Curiae.

\*Pursuant to California Constitution, Article VI, section 21.

**Counsel who argued in Supreme Court (not intended for publication with opinion):**

John G. McClendon  
Leibold McClendon & Mann  
9841 Irvine Center Drive, Suite 230  
Irvine, CA 92618  
(949) 585-6300

Whitman F. Manley  
Remy Moose Manley  
555 Capitol Mall, Suite 800  
Sacramento, CA 95814  
(916) 443-2745

Benjamin G. Shatz  
Manatt, Phelps & Phillips  
695 Town Center Drive, 14th Floor  
Costa Mesa, CA 92626  
(714) 371-2500



# Administrative Report

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J.1., File # 24-0563

Meeting Date: 4/9/2024

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**TITLE**

*For eComments and Emails Received from the Public*



# Administrative Report

N.1., File # 24-0590

Meeting Date: 4/9/2024

**To:** MAYOR AND CITY COUNCIL  
**From:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING BUSINESS LICENSE TAX WAIVER REQUESTS

APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION SUBMITTED BY THE NORTH REDONDO BEACH BUSINESS ASSOCIATION EXEMPTING VENDORS PARTICIPATING IN THE SPRINGFEST EVENT FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08 OF THE REDONDO BEACH MUNICIPAL CODE

APPROVE A BUSINESS LICENSE TAX WAIVER FOR VENDORS PARTICIPATING IN THE BILL BRAND MEMORIAL PADDLE OUT EVENT SCHEDULED FOR MAY 11, 2024

## **EXECUTIVE SUMMARY**

The North Redondo Beach Business Association (NRBBA) has applied to have the business license tax waived for vendors in the organization that will be participating in their annual Springfest event which will be held at the Redondo Beach Performing Arts Center on April 25-28, 2024. Staff also recommends waiving the Business License tax for vendors participating in the Bill Brand Memorial Paddle Out event scheduled for May 11, 2024.

## **BACKGROUND**

All entities conducting business within the City of Redondo Beach are required to comply with Section 6-1 of the Redondo Beach Municipal Code (RBMC) which establishes the process and fees associated with obtaining a Business License in the City of Redondo Beach.

Section 6-1.08(c) of the RBMC includes a means for entities to appeal to the City Council for a waiver exempting parties from payment of the appropriate tax associated with the business type. In the case of Springfest, vendors participating in the event would be subject to a projected tax of \$99 each to procure the appropriate Business License. Currently, 26 vendors are named in the waiver application.

Section 6-1.08(c) states, "Upon a written application to the Council, a person or organization may request an exemption from the business license requirements imposed by this chapter, and the Council may waive the provisions of this chapter if the Council finds and determines that the community benefit will be promoted by granting such an exemption."

The attached Application for Waiver of Business License Tax submitted by the NRBBA on April 4, 2024 requests a waiver for all businesses participating in the event that are current members of the NRBBA and cites the community benefit the organization and this event, specifically, provide.

Staff also requests that the City Council consider granting a waiver for vendors participating in the Bill Brand Memorial Paddle Out event, which is scheduled for May 11, 2024 at Veterans Park. The event will be free to attendees and offer an opportunity for members of the public to honor the memory of the late Mayor Bill Brand.

**COORDINATION**

This item was prepared in coordination with the Financial Services Department and the City Attorney's Office.

**FISCAL IMPACT**

The fiscal impact will depend on the total number of vendors participating in each of the events, but would be equivalent to \$99 per waived entity, for an estimated total revenue waiver of between \$2,600 and \$5,000 for the two events.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Application -Waiver of Business License Tax North Redondo Beach Business Association, April 4, 2024



# Administrative Report

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N.1., File # 24-0590

Meeting Date: 4/9/2024

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**To:** MAYOR AND CITY COUNCIL  
**From:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

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**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Application -Waiver of Business License Tax North Redondo Beach Business Association, April 4, 2024



Financial Services

415 Diamond Street, P.O. Box 270  
Redondo Beach, California 90277-0270  
www.redondo.org

Phone: 310 318-0683  
Fax: 310 937-6666

**APPLICATION FOR WAIVER OF BUSINESS LICENSE TAX  
CITY OF REDONDO BEACH  
415 DIAMOND STREET REDONDO BEACH, CA 90277  
PHONE: (310) 318-0603 EMAIL: BLMAIL@REDONDO.ORG**

**Pursuant to Section 6-1.08(c) of the Redondo Beach Municipal Code**

**Complete and return this application.**

**Section 1: Applicant Information**

Organization or Individual Business Name: North Redondo Beach Business Association (NRBBA)

Telephone: 310-433-0547

Organization or Individual Business Address: 1525 Aviation Blvd. #171 Redondo Beach, CA 90278

Mailing Address: SAME  
(If different from Organization or Individual Business Address)

Applicant's Name: Robin Garfield

Telephone: 310-770-7034

Applicant's Address: 2213A Farrell Avenue, Redondo Beach, CA 90278

Applicant's Relationship to Organization or Individual Business: Board Member

Email Address: Robingarf@gmail.com

Describe the Business or Activity for Which Waiver Is Requested: As an all-volunteer grassroots community-based organization, the NRBBA builds community and commerce with its neighbors and businesses. The waiver is for the City of Redondo's signature event, Springfest, now in its 41st year. The free event, from April 25-28, 2024, builds community and commerce by providing free entertainment, a community marketplac, and family fun for all to enjoy.

**Section 2: Waiver Request Statement** I request a waiver from the business license requirements specified in Redondo Beach Municipal Code 6-1.08(c)





Financial Services

415 Diamond Street, P.O. Box 270  
Redondo Beach, California 90277-0270  
www.redondo.org

Phone: 310 318-0683  
Fax: 310 937-6666

### Section 3: Community Benefit Overview

Describe how your business or organization benefits the community, including charitable activities, community service programs, educational initiatives, and job fairs. Attach additional documentation if needed.

The NRBBA supports local businesses, student entrepreneurship, and community events for the businesses and residents of Redondo Beach, primarily the Northern corridor and surrounding areas. We hold monthly meetings with speakers on the second Thursday of each month at the Galleria 3rd-floor community room which features speakers from throughout the community on topics of interest to our membership. We produce and support various community events including Kiwanis' Kids Fair, Redondo Beach School Maker's Fairs (entrepreneurship), Walk-About, Dine Around Artesia, RUHS Booster Clubs, and provide scholarships to seniors through our RUHS Scholarship Program. We are members of the Chamber of Commerce and support their work in the community as well.. Through Springfest, we will support various non-profits in the community including the Rotary, Kiwanis, and other organizations as well as provide a FREE event with Free entertainment to be enjoyed by all residents and guests..

### Section 4: Compliance with all Laws

I shall comply with all applicable federal, state, and local laws, ordinances, and regulations related to this application.

### Section 5: Supporting Documentation

Include any relevant supporting documents, such as evidence of business ownership or position, proof of community recognition, letters of support, or documentation of community benefits. If a food vendor, please provide a copy of the Public Health Permit or License, evidencing certification that the vendor is in compliance with the Los Angeles County Department of Public Health requirements.

### Section 6: Signature and Acknowledgment

I declare under penalty of perjury that I am authorized to make this statement and that the information provided is complete and accurate to the best of my knowledge. I understand the City Council will make the final decision on this waiver request.

Signature: Mickey Maravilla  
Print Name: Mickey Maravilla  
Title: NRBBA President  
Date: 4/4/24



**NRBBA.org**

**NRBBA's Springfest Vendor List**

**Update: April 4, 2024**

StopBye Food Truck  
South Bay Concessions, LLC  
Mister Coolee Ice Cream  
Renewal By Andersen  
Kaleo Marketing  
Over the Moon Wellness  
Rotary International Redondo Beach  
Beachlife Festival  
Kohler Signature Store by Hajoca  
Beach Cities Health District  
Clear Behavioral Health  
South Bay Credit Union  
Evolution Martial Arts  
Make a Statement  
Tru Earth  
Local Anchor  
Martin Chevrolet  
VBM  
Mom in Da Garage  
Brighter Ukraine Foundation  
Christiansen Amusements  
Athens Services  
Polar Beverages  
The Hidden Sea  
Tap Truck  
WackynTacky

We have a few pending as well I can share once they confirm.



# Administrative Report

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N.2., File # 24-0509

Meeting Date: 4/9/2024

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**To: MAYOR AND CITY COUNCIL**

**From:** CAMERON HARDING, COMMUNITY SERVICES DIRECTOR LUKE SMUDE, ASSISTANT  
TO THE CITY MANAGER CRISTINE SHIN,  
SENIOR DEPUTY CITY ATTORNEY

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING THE AGREEMENT WITH GARDEN STATE FIREWORKS FOR PRODUCTION OF THE CITY'S 2024 FOURTH OF JULY FIREWORKS DISPLAY

IF THE GARDEN STATE AGREEMENT IS APPROVED, ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2404-023 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2023-2024 FISCAL YEAR BUDGET MODIFICATION APPROPRIATING \$115,532.84 FROM THE UNALLOCATED TIDELANDS FUNDS FOR THE 2024 FOURTH OF JULY FIREWORKS DISPLAY

## **EXECUTIVE SUMMARY**

On February 6, 2024, the City Council authorized staff to begin negotiating an agreement with Garden State Fireworks (GSF) to produce the City's Fourth of July fireworks display in the harbor. During agreement negotiations, three areas of concern were discovered. First, GSF was not registered with the Secretary of State. This issue has since been remedied. Second, while GSF agreed to subcontract for the barge needed to launch the fireworks, GSF has asked the City to assume liability if the barge fails to perform. Meaning the City would not have a clear way to recover costs if the subcontractor did not fulfill its duties. Third, GSF has indicated that it is unable to provide the required insurance policy until it receives a fully executed agreement. Alternatively, it is standard City policy to require the insurance policy upfront and prior to approval of an agreement as a way to verify coverage.

The City Attorney's Office has conducted extensive review of the contract throughout the negotiation and has provided their feedback regarding the elements of the contract that do not comply with standard City terms.

City Council direction is needed on whether to enter into an agreement with GSF that requires the City to subcontract for the barge but removes GSF's liability for the barge's performance; or to enter into an agreement with GSF for solely the fireworks and direct staff to develop a separate agreement with the barge company. Both options are contingent on the City Council's acceptance of GSF's request to provide the requisite insurance for review by Risk Management following the execution of the contract.

## **BACKGROUND**

Traditionally, the City of Redondo Beach has hosted and coordinated multiple events on the 4th of July holiday, including a City-sponsored annual fireworks display near Seaside Lagoon. In 2023, the City had to replace its regular fireworks display with a drone light show due to new National Pollutant Discharge Elimination System (NPDES) requirements instituted by the Los Angeles Regional Water Quality Control Board (Board) pertaining to the discharge of fireworks on, or near, the ocean. In an effort to resume the traditional, barge-based fireworks show in 2024, the City Council authorized staff at its February 6th meeting to develop an agreement with GSF to produce the fireworks display, and with Pi Environmental to assist the City in its efforts to comply with NPDES permitting and reporting guidelines.

Staff has worked diligently with representatives from GSF to draft an agreement for City Council approval. The City Attorney's Office reviewed the draft agreement and identified three potential concerns: (1) lack of registration with the Secretary of State (2) removal of GSF's liability for failure of its subcontractor, who would provide the barge necessary for the discharge of the fireworks, and (3) inability to provide the required insurance policy prior to approval of the Agreement.

#### Registration with the Secretary of State

GSF is an experienced fireworks production company that is headquartered in New Jersey. Previously, it did not have an active registration with the California Secretary of State, which is a requirement of Section 2105(a) of the California Corporations Code. This Section outlines that a foreign corporation shall not transact intrastate business without having first obtained a certification of qualification from the Secretary of State. Upon being notified, GSF incorrectly claimed that registration in the State was not required because it was a New Jersey corporation. After multiple discussions, GSF filed the appropriate documentation and registered with the Secretary of State on March 19, 2024.

#### Subcontractor Performance

Negotiations mirrored the City's previous agreements with fireworks show production companies in that GSF would subcontract with the barge provider in order to produce the fireworks show in the harbor. While GSF was amenable to this request, it will not contract with the City unless the City removes all liability for any potential non-performance of its subcontractor in providing the barge.

GSF has requested an upfront payment of \$70,671, which includes the full rental cost of the barge and a 50% deposit for fireworks services, with the remaining balance of \$32,500 due on the day of the event. Normally, contractors are responsible for their subcontractors' failure to perform. Under GSF's proposed terms, however, the City would have no recourse for recovering losses if the subcontractor fails to deliver the contracted barge services. These losses could potentially include the (1) fees paid to GSF in the amount of \$103,171, (2) advertising costs, and (3) expenses related to cleanup services for attending vendors.

Alternatively, the City could directly contract with the barge company, adhering to GSF's stipulation that the City assume liability for the barge's performance. While this arrangement exposes the City to financial risks, it also offers the possibility of recourse against the barge provider in the event of non-performance. Stand-alone agreements with GSF and the barge company could present several logistical and planning difficulties. These include, but are not limited to, the allocation of extra staff on-site when the barge arrives at the Long Beach Harbor to ensure the security, delivery, and GSF's access to the barge for loading and unloading, as well managing the post-event return and demobilization of the equipment and barge. Additionally, this option could unnecessarily complicate

the environmental reporting process by adding another point of contact for pre and post-event inspections. Ultimately, this approach could expend additional staff resources and add complexity to event execution. It should be noted, that the City in past years, has provided fireworks shows under both operating arrangements, and has periodically held two agreements, one with the fireworks vendor and one with the barge company.

#### Insurance Policy

GSF has informed staff that it is unable to provide the required insurance policy, as outlined in Exhibit D of the proposed Agreement, until it has a fully executed agreement. It is the City's policy to require insurance documentation prior to approval of an agreement as a means to verify a company's coverage. Should the City Council be willing to accept the insurance policy following review of the proposed agreement, staff would provide GSF with a partially executed agreement that excludes signature by the City's Human Resources Director/Risk Manager which would be withheld until the appropriate insurance policy documentation is received.

#### City Attorney's Office Review

The City Attorney's Office has significant concerns about the contract being presented for consideration, with the notable issues being the liability provisions and timing of insurance documentation. Including the concerns of the City Attorney's Office is designed to assist Council in making a fully informed decision regarding the proposed Agreement.

Initially, the City Attorney's Office proposed a version of the Agreement that maintained GSF's liability for its subcontractor's performance, which GSF rejected. In response, the Community Services Department proposed an alternative version that would relieve GSF of liability if its subcontractor failed to deliver the barge and allow GSF to retain payment despite such failures. After its review, GSF demanded that the insurance evidence be provided only post-approval and following execution by the Mayor.

In the first iteration of the proposed contract, the City Attorney's Office provided a draft that held GSF liable for its subcontractor's performance. GSF refused the initial terms, which led to a new proposal by the Community Services Department that removed GSF's liability for barge delivery failures. Further, as part of its approval, GSF stipulated proof of insurance coverage would be provided after the Agreement's execution.

The City Attorney's Office has highlighted two significant issues: the transfer of liability from GSF to the City and the insurance verification process. First, there is shift of liability from GSF to the City, potentially exposing the City to financial risks. These risks include \$103,171 in fees paid to GSF, advertising costs, and cleanup expenses for attending vendors, all without adequate recourse for the City. While the proposed terms simplify operational processes, they also increase the City's financial exposure.

Second, there is the risk of the City making payments to GSF without a thorough review of their insurance coverage. With GSF demanding the first payment of \$70,671 by May 1, 2024, and the Financial Services Department scheduled to process the payment on April 17, 2024, the City faces a tight timeframe to review and potentially reject the Agreement if the insurance coverage is found to be insufficient. Should the City remit payment to GSF prior to confirming and approving the insurance coverage, it would have to pursue legal action to recover those funds.

The Redlined City Attorney's Office Approved Draft Agreement, attached, minimizes the City's liability risks but is unacceptable to GSF. This version is included for informational purposes to allow the Council to understand more specifically how the proposed Agreement differs from the City's standard terms.

If the City Council does not approve the proposed agreement, which includes the terms acceptable to GSF, but not approved by the City Attorney's Office, there will not be a Redondo Beach Fireworks Show in 2024, as there are no alternative vendors available to conduct a fireworks display. To help address the remaining concerns, the Mayor and City Council can approve and execute the proposed agreement with GSF, provided that the Risk Manager's approval is deferred until the insurance coverage is fully vetted and verified as compliant. As noted above, the City Attorney's Office has approved the contract proposed by the Community Services Department solely as to form while reiterating its concerns regarding the liability and insurance issues.

#### Council Direction to Staff

Staff requests the City Council provide direction regarding approval of the proposed Agreement, which contains the terms proposed by GSF wherein the City assumes all liability for the barge company's failure to perform.

Alternatively, the Council may direct staff to enter into an agreement with GSF for the fireworks display only and also draft an agreement with the barge company directly. Both options require the City Council to waive the up-front provision of the required insurance documentation by GSF.

Should the City Council wish to move forward with a separate, direct agreement with the barge company, staff would return at a subsequent meeting.

Council also has the option to reject the proposed Agreement with the understanding that there would be no fireworks display in Redondo Beach on July 4, 2024.

#### **COORDINATION**

The Community Services Department coordinated with the Redondo Beach Fire Department and the City Attorney's Office to develop this report and the draft Agreement. The City Attorney's Office, however as noted above, does not support the terms of the proposed Agreement. The primary issues are GSF's demand to be exempt from liability for any failures of its subcontractors should it be required to secure barge services for the event, along with their insistence that insurance documentation be provided following the execution of the Agreement.

#### **FISCAL IMPACT**

Funding for this event has been traditionally provided through the Tidelands Fund. The Total allocation of funding would be \$115,532.84, which includes the following:

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<b>Garden State Fireworks</b>	Fireworks	\$65,000
<b>Pacific Maritime Group</b>	Barge	\$38,171
<b>Marine Tech Engineering</b>	Moorings	\$4,861.84
<b>Pi Environmental</b>	NPDES Permit & environmental reporting	\$7,500

The cost of the barge would remain whether the City contracted it directly or through an agreement with GSF. The proposed Agreement with Pi Environmental was included on the City Council's April 2, 2024 agenda. The proposed Resolution would appropriate the Tidelands Funds needed to produce the fireworks display.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Proposed Agreement with GSF- City liable for subcontractor (Non-City Attorney Approved)
- Agmt - Redlined City Attorney's Office Approved Draft Agreement
- Resolution No. CC-2404-023 Authorizing FY 2023-24 Budget Modification



# Administrative Report

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N.2., File # 24-0509

Meeting Date: 4/9/2024

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**To: MAYOR AND CITY COUNCIL**

**From:** CAMERON HARDING, COMMUNITY SERVICES DIRECTOR LUKE SMUDE, ASSISTANT TO THE CITY MANAGER CRISTINE SHIN, SENIOR DEPUTY CITY ATTORNEY

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the environmental reporting process by adding another point of contact for pre and post-event inspections. Ultimately, this approach could expend additional staff resources and add complexity to event execution. It should be noted, that the City in past years, has provided fireworks shows under both operating arrangements, and has periodically held two agreements, one with the fireworks vendor and one with the barge company.

#### Insurance Policy

GSF has informed staff that it is unable to provide the required insurance policy, as outlined in Exhibit D of the proposed Agreement, until it has a fully executed agreement. It is the City's policy to require insurance documentation prior to approval of an agreement as a means to verify a company's coverage. Should the City Council be willing to accept the insurance policy following review of the proposed agreement, staff would provide GSF with a partially executed agreement that excludes signature by the City's Human Resources Director/Risk Manager which would be withheld until the appropriate insurance policy documentation is received.

#### City Attorney's Office Review

The City Attorney's Office has significant concerns about the contract being presented for consideration, with the notable issues being the liability provisions and timing of insurance documentation. Including the concerns of the City Attorney's Office is designed to assist Council in making a fully informed decision regarding the proposed Agreement.

Initially, the City Attorney's Office proposed a version of the Agreement that maintained GSF's liability for its subcontractor's performance, which GSF rejected. In response, the Community Services Department proposed an alternative version that would relieve GSF of liability if its subcontractor failed to deliver the barge and allow GSF to retain payment despite such failures. After its review, GSF demanded that the insurance evidence be provided only post-approval and following execution by the Mayor.

In the first iteration of the proposed contract, the City Attorney's Office provided a draft that held GSF liable for its subcontractor's performance. GSF refused the initial terms, which led to a new proposal by the Community Services Department that removed GSF's liability for barge delivery failures. Further, as part of its approval, GSF stipulated proof of insurance coverage would be provided after the Agreement's execution.

The City Attorney's Office has highlighted two significant issues: the transfer of liability from GSF to the City and the insurance verification process. First, there is shift of liability from GSF to the City, potentially exposing the City to financial risks. These risks include \$103,171 in fees paid to GSF, advertising costs, and cleanup expenses for attending vendors, all without adequate recourse for the City. While the proposed terms simplify operational processes, they also increase the City's financial exposure.

Second, there is the risk of the City making payments to GSF without a thorough review of their insurance coverage. With GSF demanding the first payment of \$70,671 by May 1, 2024, and the Financial Services Department scheduled to process the payment on April 17, 2024, the City faces a tight timeframe to review and potentially reject the Agreement if the insurance coverage is found to be insufficient. Should the City remit payment to GSF prior to confirming and approving the insurance coverage, it would have to pursue legal action to recover those funds.

The Redlined City Attorney's Office Approved Draft Agreement, attached, minimizes the City's liability risks but is unacceptable to GSF. This version is included for informational purposes to allow the Council to understand more specifically how the proposed Agreement differs from the City's standard terms.

If the City Council does not approve the proposed agreement, which includes the terms acceptable to GSF, but not approved by the City Attorney's Office, there will not be a Redondo Beach Fireworks Show in 2024, as there are no alternative vendors available to conduct a fireworks display. To help address the remaining concerns, the Mayor and City Council can approve and execute the proposed agreement with GSF, provided that the Risk Manager's approval is deferred until the insurance coverage is fully vetted and verified as compliant. As noted above, the City Attorney's Office has approved the contract proposed by the Community Services Department solely as to form while reiterating its concerns regarding the liability and insurance issues.

#### Council Direction to Staff

Staff requests the City Council provide direction regarding approval of the proposed Agreement, which contains the terms proposed by GSF wherein the City assumes all liability for the barge company's failure to perform.

Alternatively, the Council may direct staff to enter into an agreement with GSF for the fireworks display only and also draft an agreement with the barge company directly. Both options require the City Council to waive the up-front provision of the required insurance documentation by GSF.

Should the City Council wish to move forward with a separate, direct agreement with the barge company, staff would return at a subsequent meeting.

Council also has the option to reject the proposed Agreement with the understanding that there would be no fireworks display in Redondo Beach on July 4, 2024.

#### **COORDINATION**

The Community Services Department coordinated with the Redondo Beach Fire Department and the City Attorney's Office to develop this report and the draft Agreement. The City Attorney's Office, however as noted above, does not support the terms of the proposed Agreement. The primary issues are GSF's demand to be exempt from liability for any failures of its subcontractors should it be required to secure barge services for the event, along with their insistence that insurance documentation be provided following the execution of the Agreement.

#### **FISCAL IMPACT**

Funding for this event has been traditionally provided through the Tidelands Fund. The Total allocation of funding would be \$115,532.84, which includes the following:

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<b>Garden State Fireworks</b>	Fireworks	\$65,000
<b>Pacific Maritime Group</b>	Barge	\$38,171
<b>Marine Tech Engineering</b>	Moorings	\$4,861.84
<b>Pi Environmental</b>	NPDES Permit & environmental reporting	\$7,500

The cost of the barge would remain whether the City contracted it directly or through an agreement with GSF. The proposed Agreement with Pi Environmental was included on the City Council's April 2, 2024 agenda. The proposed Resolution would appropriate the Tidelands Funds needed to produce the fireworks display.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Proposed Agreement with GSF- City liable for subcontractor (Non-City Attorney Approved)
- Agmt - Redlined City Attorney's Office Approved Draft Agreement
- Resolution No. CC-2404-023 Authorizing FY 2023-24 Budget Modification

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND GARDEN STATE FIREWORKS, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Garden State Fireworks, Inc., a New Jersey corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall comply with the insurance requirements in Exhibit "D".

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings,

reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons

for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
  - c. Limitation of Liability. Notwithstanding any other provision of this Agreement, Contractor shall not be held liable for any failure on the part of its



subcontractor to provide the barge described in Exhibit "A". In such event, Contractor shall be entitled to its payment as outlined in Exhibit "C".

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 9<sup>th</sup> day of April, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

\_\_\_\_\_  
James A. Light, Mayor

GARDEN STATE FIREWORKS, INC.,  
a New Jersey corporation

DocuSigned by:  
*August Santore*  
24190D6FB50C4AC...  
By: \_\_\_\_\_  
Name: August Santore  
Title: Vice President

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED:

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## EXHIBIT A

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### I. CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

- A. Permit Filings. Contractor shall apply for permits for the firing of pyrotechnics only from the Redondo Beach Fire Department, FAA, and USCG, if required.
- B. Safety Equipment and Personnel. Contractor shall provide all required safety equipment and designate personnel in accordance with jurisdictional agency requirements, including California State Licensed Pyrotechnicians and a site representative for coordination and meeting purposes.
- C. Storage and Delivery of Fireworks and Related Equipment. Contractor shall:
  - 1. Provide comprehensive trucking and transportation services for all materials, ensuring compliance with transportation permit requirements.
  - 2. Deliver fireworks and related equipment (the "Products") via secured Hazmat licensed box truck to a secure set-up location, as mutually agreed upon, no later than June 30, 2024.
  - 3. Ensure the Hazmat Transportation Permit documents include the travel route of the truck and make them available to the City upon request.
  - 4. Secure the Products outlined below inside the truck or transfer it to a secure area until the firing site is secured, and Contractor's licensed operator and/or the City Fire Department determines the fireworks display readiness.
    - a. Itemized List of Equipment.
      - i. Wooden 3" - 6" mortar rack and HOPE Mortar Guns constructed exceeding California State Fireworks Law Title 19 requirements and approved rack stabilization methods.
      - ii. An electronic firing system with built in safeguards complying with California Fireworks Law.
      - iii. All applicable modules, cables, connectors complying with California Fireworks Law.
      - iv. E-match, quick match, and 22-2 low voltage zip wire to connect fireworks to firing strips and modules.
      - v. Fire suppression equipment: Multiple 2.5-gallon pressurized water extinguishers, foil, and Visqueen (polyethylene plastic) for

fireworks display protection until display time in the event of inclement weather conditions.

- vi. Total of 17,627 shells, pieces shots and effects as provided in the specified tables.

<b>Opening:</b>		
200	1"-2"	Assorted Multi-Break Special Effect Shells
20	3"	Assorted Star Shells
20	3"	Titanium Report
8	4"	Bumper Harvest Shell
8	5"	Spangle Chrysanthemum
8	6"	Color Changing Peony with Color Changing Pistol.
2	8"	Shell of Shells Chrysanthemum
<b>Body:</b>		
210	3"	Assorted Chrysanthemum Peony Pattern & Reports
225	4"	Santore Bros. Special Multi-Break & Custom Chrysanthemum
119	5"	Assorted Color Chrysanthemum & Report
78	6"	Large Spreading & Special Breaking Multi-Effect Shells
11	8"	Fancy Assorted Pastel Color
<b>Special Effects:</b>		<b>15/30MM</b>
6-200	shot	Assorted Falling Leaves
6-200	shot	Dancing Serpents
6-300	shot	Crazy Birds in flight
6-650	shot	Peacock Fan Assorted Colors
<b>Enhancement Tableaus:</b>		
<b>Crossetti:</b>		
100	1"-2"	Assorted Crossetti
20	3"	Assorted Crossetti
8	4"	Assorted Crossetti
4	5"	Assorted Crossetti
4	6"	Assorted Crossetti
<b>Brocade:</b>		
100	1"-2"	Brocade Crown Shells
30	3"	Brocade Crown Shells
12	4"	Brocade Crown Shells
4	5"	Brocade Crown Shells
4	6"	Brocade Crown Shells
1	8"	Brocade Crown Shells
<b>Multi Salutes Tableau:</b>		
100	1"-2"	Titanium Salutes with tails
30	3"	Color & Multi-Break Salutes
8	4"	Color & Multi-Break Salutes
8	5"	Color & Multi-Break Salutes
4	6"	Color & Multi-Break Salutes
1	8"	Color & Multi-Break Salutes
<b>Grand Finale:</b>		
350	1"-2"	Assorted Colors and Reports
30	2.5"	Assorted Color Star Shells

<b>Grand Finale:</b>		
60	3"	Assorted Fancy Colors and Reports
60	3"	Color and Lightning Flashes <b>4,500</b> crackling effects
60	3"	Assorted Color Strobing Stars <b>3,000</b> bright flashes
30	3"	Fancy Gold Spider
60	3"	Titanium Report
24	4"	Assorted Chrysanthemum and Peony
12	5"	Glittering Silver Color Changing Red, White and Blue
12	6"	Color Changing Chrysanthemum
3	8"	Silver Rain Chrysanthemum
3	8"	Chrysanthemum with Silver Palm Core

Notwithstanding the foregoing, product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.

5. Perform one water-based fireworks production July 4, 2024 at a time designated by the City on the King Harbor Barge inside the City's harbor (the "Production").
  6. Provide the Products, trained and licensed pyrotechnicians, shipping, set up, operation, strike, clean up and load out.
  7. Provide the barge and tug, and coordinate with City designated staff for the Production to ensure that the City will carry out the scheduled inspections, as outlined in Section II.D. Contractor is not responsible for providing access ladder(s) for entry onto the barge from another vessel.
  8. Submit a signed copy of the contract with the barge subcontractor, evidencing the reservation to the City by April 8, 2024, in order for the City to process the initial payment, as detailed in Exhibit C.
  9. Remove all equipment and any live debris from the barge.
  10. Comply with the attached Best Management Practices for barge-fired fireworks displays (Attachment "A-1"), which outline the efforts to minimize waterborne debris.
- D. Aesthetic Design Assistance. Contractor shall offer professional assistance in the aesthetic design of the Production to meet the event's theme and sponsor's expectations.
- E. Production Schedule Outline. Contractor shall provide a comprehensive schedule outlining initial planning to execution of the Production.

- F. Pre-Display Site Visit. Contractor shall conduct a pre-display site visit in line with National Fire Protection Association (NFPA) recommendations to assess the venue and identify any potential safety or logistical concerns.
- G. Labor. Contractor shall provide all labor to perform the services described herein.
- H. Technician Qualifications. Contractor shall ensure all technicians comply with DOT regulations, including holding current health cards and Commercial Drivers Licenses.
- I. Pyrotechnic Device Compliance. Contractor shall ensure all pyrotechnic devices utilized have the mandatory EX numbering as required by the Bureau of Explosives and the Department of Transportation, allowing for legal transportation on roadways and/or waterways.
- J. Licensing. Contractor shall obtain and maintain State and Federal licenses for the handling and execution of pyrotechnic displays. Provide evidence of these licenses upon City's request.
- K. Exclusion. Contractor is not responsible for monitoring City's other contractors, the public, or any facilities not directly related to the Production

## II. **CITY'S DUTIES**

City will perform the following duties.

- A. Security Measures. Provide sufficient security, barriers, and police services to secure the setup and discharge area, including a fallout zone, ensuring a safe launch and debris fall.
- B. Permit Filing and Other Arrangements: Obtain all necessary permits, cover any related fees, and coordinate arrangements for public safety, including road closures and land use for the event or activity, as required by Local, Regional, State, or Federal authorities, excluding the permits specified in section I.A of Exhibit "A".
- C. Storage and Delivery of Products. In the event the licensed operator, as described in Section I.C.4 is unable to assess the readiness of the fireworks display, ensure the Fire Department handles the responsibility.
- D. Inspections. Conduct at least two inspections of the barge: The first will occur at the Port of Long Beach after the product is loaded, typically within 48 hours before the event, as part of the pre-departure precautions. The timing of this



inspection will be coordinated with Contractor's Lead Operator to ensure readiness of materials. The second will occur once the barge reaches the City Harbor to ensure the safety of the barge and equipment, and verify that the product's size and quantity and number on the barge match the details in the Fireworks Display Permit.

- E. Monitor Clean-up. Oversee the removal of all the equipment and live debris from the Production area.

**ATTACHMENT "A-1"**

**GARDEN STATE FIREWORKS, INC.  
BEST MANAGEMENT PRACTICES FOR BARGE DISPLAYS**

See the attached Best Management Practices

Garden State Fireworks, Inc.

## Best Management Practices for Barge Displays

Our BMP for reducing pollutants for barge related displays are:

### Set-Up Procedures:

1. Upon arrival, the Operator will inspect and clear the launch barge of all debris prior to setting up the launch platform pyrotechnic products and firework related equipment to minimize the amount of possible debris that enters into Surface Waters. Additionally, the Operator will inspect the launch barge for any safety concerns or leaks prior to setting up any pyrotechnic product or related equipment on the barge.
- 2.. The barge will be loaded and set-up with utmost care to best ensure that no equipment or pyrotechnic related products fall into the Surface Waters. Should pyrotechnic related product or equipment fall into Surface Waters, the Operator will undertake all efforts, to the extent practicable to immediately recover it.
3. The Operator will take all possible measures, to the extent practicable, to ensure that wires and other pyrotechnic related equipment or product used during the Fireworks Event are secured to prevent wire and other debris from falling into Surface Waters.
4. The Operator will computer fire the display with electric matches. Electric match wires will be anchored to the mortars so that they can't be pulled into the air and become water borne debris.
5. During set-up, the Operator will (to the extent practicable and without compromising safety protocol) continually collect debris (including paper, plastic bags and cardboard boxes) and secure it in order to avoid debris falling into Surface Waters.
6. The Operator will follow California State Fireworks Regulations, Title 19 to ensure that all mortars and mortar racks are assembled and secured to prevent malfunction of the equipment during the Fireworks Event.
7. We do not use fireworks that have plastic components in their construction. The fireworks casings are paper and there are no internal plastic components.
8. For our land based displays we typically use aluminum foil protective barriers on all mortars to prevent premature ignition that can be caused by heat from adjacent mortars. For our barge displays, to the extent where possible we do not use tinfoil barriers so this avoids extensive foil from becoming an additional debris. We may use minimal foil barriers on the grand finale but it is secured and any debris is cleaned up from the barge after the cool down period.
9. We computer fire the display with electric matches. Electric match wires are anchored to the mortars so that they can't be pulled in to the air and become water borne debris.
10. After the display, and after the required cool down time passes that allows safe inspection of the barge, all debris on deck of the barge will be collected prior to potential winds blowing any debris in the water.

## **EXHIBIT “B”**

### **TERM AND TIME FOR COMPLETION**

**TERM.** The term of this Agreement shall commence on April 9, 2024 and expire December 31, 2024, unless otherwise terminated as herein provided.

## EXHIBIT "C"

### COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- I. **AMOUNT.** Contractor shall be paid \$103,171 for the work described in Exhibit "A" of this Agreement. Expenses incurred by Contractor in performance of this work shall be considered included in Section I of this Exhibit "C" and no additional compensation shall be provided.
- II. **METHOD OF PAYMENT.** Contractor shall provide invoices to City for approval and payment. The invoices shall include the dates of service, description of services performed, location, equipment and products purchased, total amount, and if applicable, subcontractor costs. Copies of receipts, subcontractor invoices, and/or supporting documentation must be attached. Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. Contractor shall provide any other back-up material upon request.
- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor as follows:
  - A. An initial payment of \$70,671 shall be paid to Contractor by May 1, 2024, which shall constitute a 50 percent deposit for the fireworks show and the full cost of the barge rental.
  - B. The remaining balance of \$32,500 shall be paid to Contractor the day of the fireworks show.
- IV. **NOTICE.** Written notices to City and Contractor shall be given by email or registered certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Garden State Fireworks, Inc.  
383 Carlton Road  
Millington, NJ, 09746  
Attention: August Santore, Vice President  
Email: [info@gardenstatefireworks.com](mailto:info@gardenstatefireworks.com)

City: City of Redondo Beach  
Community Services Department  
1922 Artesia Boulevard  
Redondo Beach, CA 90278  
Attention: Kelly Orta, Deputy Director  
Email: [kelly.orta@redondo.org](mailto:kelly.orta@redondo.org)

All notices, including notices of address changes, provided under the Agreement are

deemed received on the second business day after email, and the third business day after mailing if sent by registered certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.



### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is fully executed. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

## EXHIBIT "E"

### AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND GARDEN STATE FIREWORKS, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Garden State Fireworks, Inc., a New Jersey corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall comply with the insurance requirements in Exhibit "D".

\* \* \* \* \*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings,

reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons

for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
  - ~~c. Limitation of Liability. Notwithstanding any other provision of this Agreement, Contractor shall not be held liable for any failure on the part of its~~

~~subcontractor to provide the barge described in Exhibit "A". In such event, Contractor shall be entitled to its payment as outlined in Exhibit "C".~~

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.



20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 9<sup>th</sup> day of April, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

GARDEN STATE FIREWORKS, INC.,  
a New Jersey corporation

\_\_\_\_\_  
James A. Light, Mayor

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

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## EXHIBIT A

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### I. CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

- A. Permit Filings. Contractor shall apply for permits for the firing of pyrotechnics only from the Redondo Beach Fire Department, FAA, and USCG, if required.
- B. Safety Equipment and Personnel. Contractor shall provide all required safety equipment and designate personnel in accordance with jurisdictional agency requirements, including California State Licensed Pyrotechnicians and a site representative for coordination and meeting purposes.
- C. Storage and Delivery of Fireworks and Related Equipment. Contractor shall:
  - 1. Provide comprehensive trucking and transportation services for all materials, ensuring compliance with transportation permit requirements.
  - 2. Deliver fireworks and related equipment (the "Products") via secured Hazmat licensed box truck to a secure set-up location, as mutually agreed upon, no later than June 30, 2024.
  - 3. Ensure the Hazmat Transportation Permit documents include the travel route of the truck and make them available to the City upon request.
  - 4. Secure the Products outlined below inside the truck or transfer it to a secure area until the firing site is secured, and Contractor's licensed operator and/or the City Fire Department determines the fireworks display readiness.
    - a. Itemized List of Equipment.
      - i. Wooden 3" - 6" mortar rack and HOPE Mortar Guns constructed exceeding California State Fireworks Law Title 19 requirements and approved rack stabilization methods.
      - ii. An electronic firing system with built in safeguards complying with California Fireworks Law.
      - iii. All applicable modules, cables, connectors complying with California Fireworks Law.
      - iv. E-match, quick match, and 22-2 low voltage zip wire to connect fireworks to firing strips and modules.
      - v. Fire suppression equipment: Multiple 2.5-gallon pressurized water extinguishers, foil, and Visqueen (polyethylene plastic) for

fireworks display protection until display time in the event of inclement weather conditions.

- vi. Total of 17,627 shells, pieces shots and effects as provided in the specified tables.

<b>Opening:</b>		
200	1"-2"	Assorted Multi-Break Special Effect Shells
20	3"	Assorted Star Shells
20	3"	Titanium Report
8	4"	Bumper Harvest Shell
8	5"	Spangle Chrysanthemum
8	6"	Color Changing Peony with Color Changing Pistol.
2	8"	Shell of Shells Chrysanthemum
<b>Body:</b>		
210	3"	Assorted Chrysanthemum Peony Pattern & Reports
225	4"	Santore Bros. Special Multi-Break & Custom Chrysanthemum
119	5"	Assorted Color Chrysanthemum & Report
78	6"	Large Spreading & Special Breaking Multi-Effect Shells
11	8"	Fancy Assorted Pastel Color
<b>Special Effects:</b>		<b>15/30MM</b>
6-200	shot	Assorted Falling Leaves
6-200	shot	Dancing Serpents
6-300	shot	Crazy Birds in flight
6-650	shot	Peacock Fan Assorted Colors
<b>Enhancement Tableaus:</b>		
<b>Crossetti:</b>		
100	1"-2"	Assorted Crossetti
20	3"	Assorted Crossetti
8	4"	Assorted Crossetti
4	5"	Assorted Crossetti
4	6"	Assorted Crossetti
<b>Brocade:</b>		
100	1"-2"	Brocade Crown Shells
30	3"	Brocade Crown Shells
12	4"	Brocade Crown Shells
4	5"	Brocade Crown Shells
4	6"	Brocade Crown Shells
1	8"	Brocade Crown Shells
<b>Multi Salutes Tableau:</b>		
100	1"-2"	Titanium Salutes with tails
30	3"	Color & Multi-Break Salutes
8	4"	Color & Multi-Break Salutes
8	5"	Color & Multi-Break Salutes
4	6"	Color & Multi-Break Salutes
1	8"	Color & Multi-Break Salutes
<b>Grand Finale:</b>		
350	1"-2"	Assorted Colors and Reports
30	2.5"	Assorted Color Star Shells

<b>Grand Finale:</b>		
60	3"	Assorted Fancy Colors and Reports
60	3"	Color and Lightning Flashes <b>4,500</b> crackling effects
60	3"	Assorted Color Strobing Stars <b>3,000</b> bright flashes
30	3"	Fancy Gold Spider
60	3"	Titanium Report
24	4"	Assorted Chrysanthemum and Peony
12	5"	Glittering Silver Color Changing Red, White and Blue
12	6"	Color Changing Chrysanthemum
3	8"	Silver Rain Chrysanthemum
3	8"	Chrysanthemum with Silver Palm Core

Notwithstanding the foregoing, product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.

5. Perform one water-based fireworks production July 4, 2024 at a time designated by the City on the King Harbor Barge inside the City's harbor (the "Production").
  6. Provide the Products, trained and licensed pyrotechnicians, shipping, set up, operation, strike, clean up and load out.
  7. Provide the barge and tug, and coordinate with City designated staff for the Production to ensure that the City will carry out the scheduled inspections, as outlined in Section II.D. Contractor is not responsible for providing access ladder(s) for entry onto the barge from another vessel.
  8. Submit a signed copy of the contract with the barge subcontractor, evidencing the reservation to the City by April 8, 2024, in order for the City to process the initial payment, as detailed in Exhibit C.
  9. Remove all equipment and any live debris from the barge.
  10. Comply with the attached Best Management Practices for barge-fired fireworks displays (Attachment "A-1"), which outline the efforts to minimize waterborne debris.
- D. Aesthetic Design Assistance. Contractor shall offer professional assistance in the aesthetic design of the Production to meet the event's theme and sponsor's expectations.
- E. Production Schedule Outline. Contractor shall provide a comprehensive schedule outlining initial planning to execution of the Production.

- F. Pre-Display Site Visit. Contractor shall conduct a pre-display site visit in line with National Fire Protection Association (NFPA) recommendations to assess the venue and identify any potential safety or logistical concerns.
- G. Labor. Contractor shall provide all labor to perform the services described herein.
- H. Technician Qualifications. Contractor shall ensure all technicians comply with DOT regulations, including holding current health cards and Commercial Drivers Licenses.
- I. Pyrotechnic Device Compliance. Contractor shall ensure all pyrotechnic devices utilized have the mandatory EX numbering as required by the Bureau of Explosives and the Department of Transportation, allowing for legal transportation on roadways and/or waterways.
- J. Licensing. Contractor shall obtain and maintain State and Federal licenses for the handling and execution of pyrotechnic displays. Provide evidence of these licenses upon City's request.
- K. Exclusion. Contractor is not responsible for monitoring City's other contractors, the public, or any facilities not directly related to the Production

## II. **CITY'S DUTIES**

City will perform the following duties.

- A. Security Measures. Provide sufficient security, barriers, and police services to secure the setup and discharge area, including a fallout zone, ensuring a safe launch and debris fall.
- B. Permit Filing and Other Arrangements: Obtain all necessary permits, cover any related fees, and coordinate arrangements for public safety, including road closures and land use for the event or activity, as required by Local, Regional, State, or Federal authorities, excluding the permits specified in section I.A of Exhibit "A".
- C. Storage and Delivery of Products. In the event the licensed operator, as described in Section I.C.4 is unable to assess the readiness of the fireworks display, ensure the Fire Department handles the responsibility.
- D. Inspections. Conduct at least two inspections of the barge: The first will occur at the Port of Long Beach after the product is loaded, typically within 48 hours before the event, as part of the pre-departure precautions. The timing of this

inspection will be coordinated with Contractor's Lead Operator to ensure readiness of materials. The second will occur once the barge reaches the City Harbor to ensure the safety of the barge and equipment, and verify that the product's size and quantity and number on the barge match the details in the Fireworks Display Permit.

- E. Monitor Clean-up. Oversee the removal of all the equipment and live debris from the Production area.



**ATTACHMENT “A-1”**

**GARDEN STATE FIREWORKS, INC.  
BEST MANAGEMENT PRACTICES FOR BARGE DISPLAYS**

| See the attached Best Management Practices.

Garden State Fireworks, Inc.

## Best Management Practices for Barge Displays

Our BMP for reducing pollutants for barge related displays are:

### Set-Up Procedures:

1. Upon arrival, the Operator will inspect and clear the launch barge of all debris prior to setting up the launch platform pyrotechnic products and firework related equipment to minimize the amount of possible debris that enters into Surface Waters. Additionally, the Operator will inspect the launch barge for any safety concerns or leaks prior to setting up any pyrotechnic product or related equipment on the barge.
- 2.. The barge will be loaded and set-up with utmost care to best ensure that no equipment or pyrotechnic related products fall into the Surface Waters. Should pyrotechnic related product or equipment fall into Surface Waters, the Operator will undertake all efforts, to the extent practicable to immediately recover it.
3. The Operator will take all possible measures, to the extent practicable, to ensure that wires and other pyrotechnic related equipment or product used during the Fireworks Event are secured to prevent wire and other debris from falling into Surface Waters.
4. The Operator will computer fire the display with electric matches. Electric match wires will be anchored to the mortars so that they can't be pulled into the air and become water borne debris.
5. During set-up, the Operator will (to the extent practicable and without compromising safety protocol) continually collect debris (including paper, plastic bags and cardboard boxes) and secure it in order to avoid debris falling into Surface Waters.
6. The Operator will follow California State Fireworks Regulations, Title 19 to ensure that all mortars and mortar racks are assembled and secured to prevent malfunction of the equipment during the Fireworks Event.
7. We do not use fireworks that have plastic components in their construction. The fireworks casings are paper and there are no internal plastic components.
8. For our land based displays we typically use aluminum foil protective barriers on all mortars to prevent premature ignition that can be caused by heat from adjacent mortars. For our barge displays, to the extent where possible we do not use tinfoil barriers so this avoids extensive foil from becoming an additional debris. We may use minimal foil barriers on the grand finale but it is secured and any debris is cleaned up from the barge after the cool down period.
9. We computer fire the display with electric matches. Electric match wires are anchored to the mortars so that they can't be pulled in to the air and become water borne debris.
10. After the display, and after the required cool down time passes that allows safe inspection of the barge, all debris on deck of the barge will be collected prior to potential winds blowing any debris in the water.

## **EXHIBIT “B”**

### **TERM AND TIME FOR COMPLETION**

**TERM.** The term of this Agreement shall commence on April 9, 2024 and expire December 31, 2024, unless otherwise terminated as herein provided.

## EXHIBIT "C"

### COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- I. **AMOUNT.** Contractor shall be paid \$103,171 for the work described in Exhibit "A" of this Agreement. Expenses incurred by Contractor in performance of this work shall be considered included in Section I of this Exhibit "C" and no additional compensation shall be provided.
- II. **METHOD OF PAYMENT.** Contractor shall provide invoices to City for approval and payment. The invoices shall include the dates of service, description of services performed, location, equipment and products purchased, total amount, and if applicable, subcontractor costs. Copies of receipts, subcontractor invoices, and/or supporting documentation must be attached. Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. Contractor shall provide any other back-up material upon request.
- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor as follows:
  - A. An initial payment of \$70,671 shall be paid to Contractor by May 1, 2024, which shall constitute a 50 percent deposit for the fireworks show and the full cost of the barge rental.
  - B. The remaining balance of \$32,500 shall be paid to Contractor the day of the fireworks show.
- IV. **NOTICE.** Written notices to City and Contractor shall be given by email or registered certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Garden State Fireworks, Inc.  
383 Carlton Road  
Millington, NJ, 09746  
Attention: August Santore, Vice President  
Email: [info@gardenstatefireworks.com](mailto:info@gardenstatefireworks.com)

City: City of Redondo Beach  
Community Services Department  
1922 Artesia Boulevard  
Redondo Beach, CA 90278  
Attention: Kelly Orta, Deputy Director  
Email: [kelly.orta@redondo.org](mailto:kelly.orta@redondo.org)

All notices, including notices of address changes, provided under the Agreement are

deemed received on the second business day after email, and the third business day after mailing if sent by registered certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

#### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is fully executed. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



## EXHIBIT "E"

### AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

**RESOLUTION NO. CC-2404-023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2023-2024 FISCAL YEAR BUDGET MODIFICATION APPROPRIATING \$115,532.84 FROM THE UNALLOCATED TIDELANDS FUNDS BALANCE FOR THE 2024 FOURTH OF JULY FIREWORKS DISPLAY**

WHEREAS, it is the intention of the City Council of the City of Redondo Beach to review the adopted budget from time to time; and

WHEREAS, the City of Redondo Beach ("City") adopted budget needs to be modified to appropriate monies from the unallocated Tidelands Fund balance for allowable expenditures; and

WHEREAS, up to July 4, 2022, the City has successfully held a Fourth of July fireworks display, using a barge to facilitate public access to Seaside Lagoon; and

WHEREAS, on July 4, 2023, the City replaced the traditional fireworks display with a drone light show due to last-minute cancellation caused by new permit guidelines from the Los Angeles Regional Water Quality Control Board; and

WHEREAS, the City desires to resume its traditional barged-based fireworks display on July 4, 2024; and

WHEREAS, funding to support this event was not included in the adopted 2023-2024 fiscal year budget.

WHEREAS, there are sufficient funds in the unallocated Tidelands Fund balance to support the costs of the fireworks display and its related expenses.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the amounts allocated in the budget for Fiscal Year 2023-2024 and the amounts required to meet conditions which have arisen during the budget year, require a modification in the budget appropriations; and, upon recommendation of the City Manager, the budget appropriation as adopted in Fiscal Year 2023-2024 is modified as follows:

One Hundred and Fifteen Thousand, Five Hundred Thirty-Two dollars and Eighty Four cents (\$115,532.84) shall be appropriated from the unallocated Tidelands Fund balance to the Tidelands Contracts/Professional Services Account to support the 2024 Fourth of July Fireworks Display.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed and instructed to correct the budget records of said City for Fiscal Year 2023-2024 in accordance with the above modification.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 9<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Michael W. Webb, City Attorney

\_\_\_\_\_  
Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) ss  
CITY OF REDONDO BEACH        )

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2404-023 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 9<sup>th</sup> day of April, 2024, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Eleanor Manzano, CMC  
City Clerk



# Administrative Report

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N.3., File # 24-0547

Meeting Date: 4/9/2024

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**To:** MAYOR AND CITY COUNCIL

**From:** MICHAEL W. WEBB, CITY ATTORNEY JOY ABAQUIN FORD, QUALITY OF LIFE PROSECUTOR

## **TITLE**

APPROVE A GRANT AGREEMENT WITH HEALTH NET FOR THE IMPLEMENTATION OF THE ALTERNATIVE CRISIS RESPONSE PILOT PROGRAM AND THE EXPANSION OF THE REDONDO BEACH PALLET SHELTER FOR AN AMOUNT NOT TO EXCEED \$1,338,753 AND THE TERM DECEMBER 18, 2023 TO MARCH 31, 2025.

## **EXECUTIVE SUMMARY**

Health Net is awarding the City of Redondo Beach \$1,338,753 for an Alternative Crisis Response Pilot Program as well as for the expansion of the Redondo Beach Pallet Shelter. Staff recommends that the City Council approve the agreement to accept the grant funding.

## **BACKGROUND**

### **Alternative Crisis Response**

An Alternative Crisis Response (ACR) is designed to approach non-violent, mental and behavioral health service calls by offering trauma-informed care, crisis de-escalation, in person intervention and transport to immediate behavioral health services. Physical health, behavioral health, and substance use professionals can provide intensive whole-person healthcare services in episodes of crisis, with goals of reducing the amount of hospital and emergency room visits as well as fire and police department involvement.

On July 20, 2023 Councilmember Paige Kaluderovic attended the Alternative Crisis Response (ACR) Summit hosted by the Los Angeles Department of Mental Health with several staff members of various City Departments, Beach Cities Health District and Redondo Beach Unified School District. Councilmember Kaluderovic started a working group with those same staff members to develop an ACR Pilot Program in Redondo Beach.

Ronson Chu, Senior Project Manager for Homeless Services at the South Bay Cities Council of Governments (SBCCOG), connected Councilmember Kaluderovic and the City Attorney's Office with Health Net. The City Attorney's Office worked with the SBCCOG on a proposal and budget for an ACR Pilot Program. Based on that proposal and budget, Health Net is awarding the City \$570,003 to implement a Redondo Beach ACR Pilot Program for one year with the hope of finding additional

funding for the future to continue the program.

#### Pallet Shelter Expansion

On December 13, 2023, Health Net attended the Redondo Beach Homeless Court and toured the Pallet Shelters. That same day, Health Net requested a proposal from the City Attorney's Office that describes the budget to expand the Pallet Shelter.

During the Fiscal Year 2023-2024 Budget Adoption Process, the City Council approved the expansion of the Pallet Shelter estimated to cost \$1,568,750 on the condition of identifying grant funding. On December 19, 2023, City Council approved the purchase of twenty-five (25) additional pallet shelter units because the City received a letter of support from Los Angeles County Supervisor Holly J. Mitchell for \$800,000 of District Two Homelessness funding as well as a letter of support from Health Net awarding the City the remaining \$768,750 for the expansion of the Redondo Beach Pallet Shelter.

This was necessary for the City to be able to purchase the pallet shelter units before they doubled in price. The Health Net award will reimburse the City for this expenditure. The additional twenty-five (25) units have been delivered by Pallet and are being stored on the empty lot North of the current Pallet Shelter where they will be assembled and placed after the completion of capital improvements of the lot.

Staff recommends the City Council approve the Agreement with Health Net to receive the grant funding.

#### **COORDINATION**

The City Attorney's Office coordinated with Health Net, Councilmember Paige Kaluderovic, and the South Bay Cities Council of Governments in connection with the preparation of this report.

#### **FISCAL IMPACT**

An ACR Pilot Program budget is estimated to cost \$570,003. If the Agreement with Health Net is approved, staff will return with an Agreement with a third-party contractor to provide mobile mental health and crisis response services.

The estimated cost to expand the pallet shelter facility into the adjacent lot to the North is an estimated \$1,568,750, which includes the design, the equipment, and the necessary infrastructure improvements. The City Attorney's Office is working with the County for the agreement on the \$800,000 award. This Agreement with Health Net is for the remaining \$768,750.

#### **ATTACHMENTS**

- Agreement with Health Net



# Administrative Report

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N.3., File # 24-0547

Meeting Date: 4/9/2024

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**To: MAYOR AND CITY COUNCIL**

**From: MICHAEL W. WEBB, CITY ATTORNEY JOY ABAQUIN FORD, QUALITY OF LIFE PROSECUTOR**

## **TITLE**

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Staff recommends the City Council approve the Agreement with Health Net to receive the grant funding.

#### **COORDINATION**

The City Attorney's Office coordinated with Health Net, Councilmember Paige Kaluderovic, and the South Bay Cities Council of Governments in connection with the preparation of this report.

#### **FISCAL IMPACT**

An ACR Pilot Program budget is estimated to cost \$570,003. If the Agreement with Health Net is approved, staff will return with an Agreement with a third-party contractor to provide mobile mental health and crisis response services.

The estimated cost to expand the pallet shelter facility into the adjacent lot to the North is an estimated \$1,568,750, which includes the design, the equipment, and the necessary infrastructure improvements. The City Attorney's Office is working with the County for the agreement on the \$800,000 award. This Agreement with Health Net is for the remaining \$768,750.

#### **ATTACHMENTS**

- Agreement with Health Net



April 3, 2024

James A. Light  
Mayor of Redondo Beach  
City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277

Dear James A. Light,

Health Net, LLC ("Health Net"), sometimes referred to as "the Health Plan" is pleased to inform you that it has approved an incentive payment pursuant to the Code of Federal Regulations ("CFR"), Title 42, Section 438.6(b) and the California Department of Health Care Services ("DHCS") Housing and Homelessness Incentive Program in the amount of \$1,338,753 to the City of Redondo Beach, ("Grantee") on the terms and conditions of this Incentive Letter and Agreement ("Agreement").

This Agreement is made and entered into effective December 18, 2023 ("Effective Date"), by and between the Health Plan and City of Redondo Beach ("Grantee") for the Housing and Homelessness Incentive Program.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

- 1. Tax Exemption Status.** If Grantee is exempt from state and/or federal taxation, Grantee will provide The Health Plan proof of such exemption upon The Health Plan's written request. If the Grant is a taxable event for Grantee, Grantee agrees to pay all taxes associated with the Grant and Grantee will indemnify the Health Plan against any such taxes.
- 2. Purpose of Grant.** Grantee agrees to use the entire Incentive exclusively to support the specific goals, objectives, activities, and outcomes stated in Exhibit A (the "Project"). Grantee may not use any part of the Grant, including any interest earned thereon, for any other purpose without the prior written approval of the Health Plan. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
- 3. Term of Grant.** The grant period is from December 18, 2023 through March 31, 2025 (the "grant period"). Grantee shall fulfill all outlined grantee activities/deliverables/outcomes on or before the end of the grant period.



4. **Return of Incentive Funds.** The Health Plan reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions: (i) if the Health Plan, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement; (ii) if Grantee loses its status as an eligible Grantee under Paragraph 1 above; (iii) if Grantee fails to complete and/or achieve the specified grantee activities/deliverables/outcomes outlined in Exhibit A; or (iv) such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to the Health Plan or to this Incentive. Notwithstanding the foregoing, this provision shall not apply to any funds that were expended prior to March 29, 2024.

5. **Reports, Records, Audits and Site Visits.** Grantee shall submit written progress report(s) to the Health Plan in accordance with the due dates stated on the Incentive Summary in Exhibit A. The Health Plan is authorized to conduct audits, including on-site audits, at any time during the term of this Incentive and within four years after completion of the Project. Grantee shall allow the Health Plan and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as the Health Plan deems necessary or appropriate concerning this Incentive. Grantee shall maintain accounting records sufficient to identify the Incentive and to whom and for what purpose such funds are expended for at least four (4) years after the Incentive has been expended.

6. **Representations.** Grantee acknowledges, represents, and agrees (i) that it acts completely independently of the Health Plan and is solely responsible for any and all activities of Grantee including without limitation those activities that are supported by the Grant, and (ii), to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Health Plan, its affiliates, officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses, taxes and expenses (including reasonable attorneys' fees) arising from, or in connection with, the Project and any act or omission of Grantee, its employees, or agents, in applying for, accepting, receiving and expending the Incentive, except to the extent such loss or damage arises from the sole negligence, gross negligence, or willful misconduct of the Health Plan.

7. **Other Obligations.** Grantee acknowledges that the Grantee has no obligation to the Health Plan in consideration for the Incentive, other than to (i) publicly recognize the Health Plan as a sponsor of the Project in all public hearings, public events and media sessions, (ii) collaborate with the Health Plan to enhance public awareness of the Health Plan's sponsorship of the Project, (iii) placement of the Health Plan's name and logo and a brief description of the Health Plan's sponsorship in all relevant marketing materials, collateral, social media and similar public



communications stating that the Project was made possible through the generous support of the Health Plan, (iv) permit the Health Plan to use Grantee's name and/or logo in communications and publications (including internet, radio, television, etc.) in furtherance of the Health Plan's efforts to inform others of its connection to the Project upon review and written approval of the Grantee's City Manager, and (v) provide the Health Plan with audio, visual and/or written testimonials that promote the Health Plan's connection to the Project.

**8. Independence of the Parties.** Neither the Incentive nor this Agreement shall be deemed to create any relationship of agency, partnership or joint venture between the parties, and Grantee shall make no such representation to anyone. If any portion of this Agreement is found to be illegal or invalid, it shall not invalidate the remaining portions of the document, provided the essential purposes for which each party has entered into this Agreement can still be achieved.

**9. Equal Employment Opportunity.** Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the CFR.

**10. Immigration Act Requirements.** Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it will obtain a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker prior to performing services related to the program described in Exhibit A.

**11. Entire Agreement.** This Agreement shall supersede any prior and contemporaneous oral and written understandings or communications between the parties and it constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be delegated, assigned, amended, or modified except upon the written consent of both parties hereto.

Sincerely,

Dorothy Seleski  
Senior Vice President  
Health Net



HEALTH NET, LLC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANTEE:** CITY OF REDONDO BEACH

Signature: \_\_\_\_\_

Name: James A. Light

Title: Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney



**EXHIBIT A**  
**HOUSING AND HOMELESSNESS INCENTIVE PROGRAM FUNDING SUMMARY**

<b>INCENTIVE NUMBER:</b> [Incentive Number]		<b>DATE AUTHORIZED:</b> 4/3/2024	
<b>ORGANIZATION NAME:</b> City of Redondo Beach		<b>AMOUNT:</b> \$1,338,753	
<b>GRANT PERIOD:</b> December 18, 2023 – March 31, 2025			
<b>PROJECT CONTACT, TITLE:</b> Joy Abaquin Ford, Quality of Life Prosecutor			
<b>TELEPHONE:</b> 310-697-3056		<b>EMAIL:</b> <a href="mailto:joy.ford@redondo.org">joy.ford@redondo.org</a>	
<b>COUNTY:</b> Los Angeles			
<b>HEALTH NET INCENTIVE CONTACT:</b> Karen Richmond <b>EMAIL:</b> <a href="mailto:karen.richmond@healthnet.com">karen.richmond@healthnet.com</a>			
<b>HHIP INCENTIVE PURPOSE:</b> As designed, the DHCS Housing and Homelessness Incentive Program (HHIP) is an incentive program that aims to improve health outcomes and access to whole person care services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The goals of HHIP are to: <ol style="list-style-type: none"> <li>1. Reduce and prevent homelessness; and,</li> <li>2. Ensure Medi-Cal managed care plans (MCPs) develop the necessary capacity and partnerships to connect their members to needed housing services.</li> </ol>			
<b>DESCRIPTION OF GRANT/INVESTMENT:</b> City of Redondo Beach will implement The Alternative Crisis Response (ACR) Pilot, which is designed to approach non-violent, mental, and behavioral health service calls by offering trauma-informed care, crisis de-escalation, in-person intervention and transport to immediate behavioral health services to the homeless population in Redondo Beach. Additionally, the City of Redondo Beach will prepare the site location and purchase twenty-five (25) pallet shelter units to be used for interim housing for people experiencing homelessness where they will receive wrap around services to get permanently housed.			
<b>HHIP MEASURES TO BE IMPACTED:</b> The following HHIP measures are intended to be successfully impacted/achieved by the grant. The Grantee has reviewed and understands the definitions/expectations of the intended impacted DHCS HHIP measures below:			
<b>Priority Area 1: Partnership and Capacity to Support Referrals for Services</b>	<b>Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs</b>	<b>Priority Area 3: Delivery of Services and Member Engagement</b>	
<input type="checkbox"/> 1.1 Engagement with the CoC	<input checked="" type="checkbox"/> 2.1 Connection with street medicine team ( <i>DHCS Priority Measure</i> )	<input type="checkbox"/> 3.1 Percent of MCP members screened for	

		homelessness/risk of homelessness
<input type="checkbox"/> 1.2 Connection and Integration with the local Homeless Coordinated Entry System <i>(DHCS Priority Measure)</i>	<input type="checkbox"/> 2.2 MCP Connection with the local Homeless Management Information System (HMIS) <i>(DHCS Priority Measure)</i>	<input type="checkbox"/> 3.2 MCP members who were discharged from an inpatient setting or have been to the emergency department for services two or more times in a 4-month period who were screened for homelessness or risk of homelessness
<input type="checkbox"/> 1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports		<input type="checkbox"/> 3.3 MCP members experiencing homelessness who were successfully engaged in ECM
<input type="checkbox"/> 1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching <i>(DHCS Priority Measure)</i>		<input type="checkbox"/> 3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports <i>(DHCS Priority Measure)</i>
<input type="checkbox"/> 1.5 Data sharing agreement with county MHPs and DMC-ODS		<input checked="" type="checkbox"/> 3.5 MCP members who were successfully housed <i>(DHCS Priority Measure)</i>
<input type="checkbox"/> 1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns with HHAP-3)		<input type="checkbox"/> 3.6 MCP members who remained successfully housed <i>(DHCS Priority Measure)</i>
<input type="checkbox"/> 1.7 Lessons learned from development and implementation of the Investment Plan (IP)		

**GRANT AMOUNT BREAKDOWN & DISBURSEMENT OF FUNDING**

The following table includes a breakdown of grant funding by HHIP Investment Plan activity:



HHIP Investment Plan Activity	Funding Amount	Primary HHIP Measure Impacted
Alternative Crisis Response Program	\$570,003	2.1
Pallet Shelters	\$768,750	3.5

The Health Plan will disburse the grant award in one (1) installment.

To be eligible for funding, Grantee must submit one (1) copy of Grantee’s W-9 form and such other documentation reasonably requested by the Health Plan.

The Health Plan will make the installment in the amount of \$1,338,753 within approximately ninety (90) calendar days of the receipt of Grantee’s completed Agreement.

The Health Plan shall have no obligation to provide any additional funding or incentive support to Grantee under this Agreement or for any other purpose. Grantee shall refrain from using any portion of the Incentive for costs not approved under this Agreement, including, but not limited to, the following:

- Capital campaigns;
- Endowments;
- Annual drives or fundraisers;
- Operating deficit or debt retirement;
- Services or costs previously funded by the Health Plan or other duplicative funding source with the exception of grants from Los Angeles County; or
- Direct services billable to the Health Plan, and/or other miscellaneous lines items billable to the Health Plan.

**GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES & REPORTING:**

Grantee is agreeing to work in partnership with the Health Plan on achieving/impacting the indicated HHIP measures identified above.

During grant period, Grantee will do the following:

HHIP Investment Plan Activity	GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES
Alternative Crisis Response (ACR) Pilot	<ul style="list-style-type: none"> <li>• Hire two teams (four staff total): one weekday team and one weekend team. Each team consists of two staff members (Mental Health Clinician and EMT). Teams will provide physical health, behavioral health, and substance use services in the community.</li> <li>• Hire one substance use counselor for individuals experiencing substance use and/or co-occurring disorders.</li> </ul>



	<ul style="list-style-type: none"> <li>• ACR program will respond to 150-200 (25% of total anticipated calls) non-violent crisis calls in coordination with Police and Fire in the first year.</li> <li>• Refer 130-160 individuals to various community partners, including but not limited to: social services, full-service partnerships, food pantries, adult protective services, homeless outreach, interim housing, mental health services, substance use services, and other providers).</li> <li>• ACR Teams will provide linkage to the Redondo Beach Housing Navigator and Pathway to Housing Programs.             <ul style="list-style-type: none"> <li>○ Ensure 75-100 homelessness calls are matched to case management services.</li> <li>○ With the assistance of the City's Homeless Services Team, refer 15-25 individuals to the Homeless Court Program</li> <li>○ With the assistance of the City's Homeless Services Team, shelter 20-30 individuals in temporary / interim housing (shelter, motel, single-resident occupancy)</li> <li>○ With the assistance of the City's Homeless Services Team, secure the permanent housing of 8-12 individuals.</li> </ul> </li> <li>• ACR Program will provide 125-175 follow up visits/calls using the following needs scale:             <ul style="list-style-type: none"> <li>○ 72 hours if a safety plan is conducted</li> <li>○ 1 week post-crisis</li> <li>○ 2 weeks post-crisis</li> <li>○ 30 days post crisis</li> </ul> </li> <li>• ACR program will partner with the Beach Cities Health District, community partners, and contracted service provider to evaluate and analyze program call data, expecting the number of 5150's/5585's, emergency room, and urgent care visits to trend downward by the end of the contract period.</li> <li>• Provide 75-100 "no-sharps" hygiene kits to community members</li> </ul>
Pallet Shelter	<ul style="list-style-type: none"> <li>• Purchase and deliver 25 pallet shelter units.             <ul style="list-style-type: none"> <li>○ Drawings, architectural plans to be submitted to planning, engineering, and buildings departments for safety permits.</li> <li>○ Location is graded and paved with fencing and electrical installed.</li> <li>○ Pallet shelter units ready for move in</li> </ul> </li> </ul>



- At least 20 people experiencing homelessness will move into pallet shelter units.
- At least 15 out of total 45 pallet shelter residents to be permanently housed (45 total accounts for already existing 20 pallet shelters plus the additional 25 added through Health Net’s funding).

**REPORTING REQUIREMENTS**

Grantee shall prepare and deliver the following reports to Health Net by the dates identified below.

Reporting Period	Report Due Date
1/1/2024 – 6/30/2024	8/1/2024 (progress report)
7/1/2024 – 12/31/2024	2/1/2025 (progress report)
1/1/2024 – 3/31/2025	5/1/2025 (final report)

The Health Plan may request additional reporting during the Grant Period and up to one (1) year after the expiration or termination of this Agreement.

The Health Plan may change the reporting due date based on changes or communications from DHCS’s submission timeframe. The report will document progress and provide data in accordance with the progress report template provided by the Health Plan and include any other requirements imposed by DHCS. The reporting obligations of this Article shall survive any expiration or termination of this Agreement up to one (1) year after the expiration or termination of this Agreement.

**RECOGNITION:**

Grantee agrees to place the Health Net logo, name, etc. on all related materials for the Grantee’s Project as a sponsor and/or funder for this program. The Health Plan will work with the Grantee to determine which logo (Health Net) shall be used. In addition, Health Net will be acknowledged on the Grantee’s website, media related materials and digital tools as a funding partner where appropriate as well as in relation to this program. If applicable, Health Net, will be listed as a Grantee funder at the appropriate level including but not limited to a donor wall, annual reports, newsletters, etc. Grantee agrees to submit to the Health Plan for review on the use of the logo and/or name on all materials in advance.

For the avoidance of doubt, in the event the Health Plan changes its name or logo in the future, all displays of such by Grantee shall use the then-current versions.



# Administrative Report

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T.1., File # 24-0580

Meeting Date: 4/9/2024

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**TITLE**

ADJOURN IN MEMORY OF ARLENE STAICH, FORMER REDONDO BEACH UNIFIED SCHOOL DISTRICT BOARD MEMBER



# Administrative Report

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T.2., File # 24-0584

Meeting Date: 4/9/2024

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**TITLE**

ADJOURN IN MEMORY OF LORRAINE GEITTMANN, FORMER REDONDO BEACH  
COMMISSIONER